

SERFF Tracking Number: AXSS-127018063 State: Arkansas
 Filing Company: AXIS Insurance Company State Tracking Number: 48000
 Company Tracking Number: BSAS-001-0211-AR
 TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student
 Product Name: Student Accident & Sickness
 Project Name/Number: College A&S/BSAS-001-0211-AR

Filing at a Glance

Company: AXIS Insurance Company

Product Name: Student Accident & Sickness SERFF Tr Num: AXSS-127018063 State: Arkansas
 TOI: H04 Health - Blanket Accident/Sickness SERFF Status: Closed-Approved- State Tr Num: 48000
 Closed

Sub-TOI: H04.001 Student Co Tr Num: BSAS-001-0211-AR State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Rosalind Minor

Authors: Karen Pollitt, Susan Kalmus Disposition Date: 03/02/2011
 Date Submitted: 02/16/2011 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval
 State Filing Description:

Implementation Date:

General Information

Project Name: College A&S
 Project Number: BSAS-001-0211-AR
 Requested Filing Mode: Review & Approval
 Explanation for Combination/Other:
 Submission Type: New Submission
 Group Market Type: Blanket
 Filing Status Changed: 03/02/2011
 State Status Changed: 03/02/2011
 Created By: Susan Kalmus
 Corresponding Filing Tracking Number:
 PPACA: Not PPACA-Related
 PPACA Notes: null
 Filing Description:

Status of Filing in Domicile: Not Filed
 Date Approved in Domicile:
 Domicile Status Comments:
 Market Type: Group
 Group Market Size: Large
 Overall Rate Impact:

Deemer Date:
 Submitted By: Susan Kalmus

AXIS Insurance is filing the captioned blanket student medical program for your review and approval. The policy will be issued to colleges and universities in the Arkansas for the benefit of eligible students and their dependents.

Students will either enroll for insurance or opt-out of a mandatory insurance plan. There are both a PPO option and an "indemnity" (non-network expense) plan that provides benefits based on the usual and customary charges. Mandated benefits are included and are bracketed only to show that they might not be applicable. Examples include benefits that

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are for dependent children only when dependent coverage is not offered and mandated benefits that apply to sickness only when accident only benefits are provided.

The Policy is attached, along with all required attachments including the master Application.

This is a new program for AXIS Insurance and no forms are being replaced by this filing. If you have any questions, please call me at (609) 375-9162 or email me at susan.kalmus@axiscapital.com. Otherwise we look forward to your approval.

Company and Contact

Filing Contact Information

Susan Kalmus, Product Development susan.kalmus@axiscapital.com
 Specialist
 1 University Square Drive 609-375-9162 [Phone]
 Princeton, NJ 08540

Filing Company Information

AXIS Insurance Company CoCode: 37273 State of Domicile: Illinois
 11680 Great Oaks Way Group Code: 3416 Company Type: Property &
 Casualty
 Ste. 500 Group Name: AXIS Specialty State ID Number:
 Alpharetta, GA 30022 FEIN Number: 39-1338397
 (678) 746-9000 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: \$50 per form - Policy, Application & Amendment
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXIS Insurance Company	\$150.00	02/16/2011	44754843

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/02/2011	03/02/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	03/01/2011	03/01/2011	Susan Kalmus	03/01/2011	03/01/2011

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Disposition

Disposition Date: 03/02/2011

Implementation Date:

Status: Approved-Closed

HHS Status: HHS Approved

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Form (revised)	Blanket Accident [& Sickness] Policy	Approved-Closed	Yes
Form	Blanket Accident [& Sickness] Policy	Replaced	Yes
Form	Amendment	Approved-Closed	Yes
Form	Master Application	Approved-Closed	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 03/01/2011

Submitted Date 03/01/2011

Respond By Date

Dear Susan Kalmus,

This will acknowledge receipt of the captioned filing.

Objection 1

- Blanket Accident [& Sickness] Policy, BSAS-001-0211-AR (Form)

Comment:

Please refer to Page 16, Dependent Child-item #3. With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-102(8) and Bulletin 14-81.

Objection 2

- Blanket Accident [& Sickness] Policy, BSAS-001-0211-AR (Form)

Comment:

Coverage for newborn infants must be for at least 90 days as outlined under ACA 23-29-129.

Objection 3

- Blanket Accident [& Sickness] Policy, BSAS-001-0211-AR (Form)

Comment:

Please refer to the 60-day period outlined under ACA 23-79-137, coverage for minors for whom the insured has filed a petition to adopt.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Response Letter

Response Letter Status Submitted to State
 Response Letter Date 03/01/2011
 Submitted Date 03/01/2011

Dear Rosalind Minor,

Comments:

Per your objection letter dated 3/1/2011 the following response is offered:

Response 1

Comments: The time limit has been deleted.

Related Objection 1

Applies To:

- Blanket Accident [& Sickness] Policy, BSAS-001-0211-AR (Form)

Comment:

Please refer to Page 16, Dependent Child-item #3. With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-102(8) and Bulletin 14-81.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Blanket Accident [& Sickness] Policy	BSAS-001-0211-AR		Policy/Contract/Fraternal Certificate	Initial		49.000	BSAS-001-0211-AR Blanket Student Policy_cle

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an3-1_.pdf

Previous Version

Blanket Accident [& Sickness] Policy	BSAS-001-0211-AR	Policy/Contract/Fraternal Certificate	Initial	49.000	BSAS-001-0211-AR Blanket Student Policy_cle an2-15_.pdf
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No Rate/Rule Schedule items changed.

Response 2

Comments: Although our variable showed 90-180 days I have removed the bracketing and revised it to show 90 days.

Related Objection 1

Applies To:

- Blanket Accident [& Sickness] Policy, BSAS-001-0211-AR (Form)

Comment:

Coverage for newborn infants must be for at least 90 days as outlined under ACA 23-29-129.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Blanket Accident [& Sickness] Policy	BSAS-001-0211-AR		Policy/Contract/Fraternal Certificate	Initial		49.000	BSAS-001-0211-AR Blanket

SERFF Tracking Number: AXSS-127018063 State: Arkansas
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Student
 Policy_cle
 an3-1_.pdf

Previous Version

Blanket Accident [& Sickness] Policy	BSAS-001-0211-AR	Policy/Contract/Fraternal Certificate	Initial	49.000	BSAS-001-0211-AR Blanket Student Policy_cle an2-15_.pdf
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No Rate/Rule Schedule items changed.

Response 3

Comments: I have revised the adopted language to comply.

Related Objection 1

Applies To:
 - Blanket Accident [& Sickness] Policy, BSAS-001-0211-AR (Form)
 Comment:

Please refer to the 60-day period outlined under ACA 23-79-137, coverage for minors for whom the insured has filed a petition to adopt.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Blanket Accident [&	BSAS-		Policy/Contract/Fraternal	Initial		49.000	BSAS-

SERFF Tracking Number: AXSS-127018063 State: Arkansas
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Sickness] Policy	001-0211- AR	Certificate		001-0211- AR Blanket Student Policy_cle an3-1_.pdf
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Previous Version

Blanket Accident [& Sickness] Policy	BSAS- 001-0211- AR	Policy/Contract/Fraternal Certificate	Initial 49.000	BSAS- 001-0211- AR Blanket Student Policy_cle an2- 15_.pdf
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No Rate/Rule Schedule items changed.

If you have any questions or require anything else please let me know, otherwise we look forward to your approval of the filing.

Sincerely,
 Karen Pollitt, Susan Kalmus

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Form Schedule

Lead Form Number: BSAS-001-1110

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 03/02/2011	BSAS-001-0211-AR	Policy/Cont Blanket Accident [& ract/Fratern Sickness] Policy al Certificate	Initial		49.000	BSAS-001-0211-AR Blanket Student Policy_clean3-1_.pdf
Approved-Closed 03/02/2011	BSAS-005-0211	Policy/Cont Amendment ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		72.000	BSAS-005-0211.pdf
Approved-Closed 03/02/2011	BSAS-003-0211	Application/Master Application Enrollment Form	Initial			BSAS-003-0211.pdf

BLANKET STUDENT ACCIDENT [AND SICKNESS] POLICY₂

Underwritten by:
AXIS INSURANCE COMPANY
[11680 Great Oaks Way, Ste. 500
Alpharetta, GA 30022] (A Stock Company)

(Herein called the Company)

POLICYHOLDER: [JOHN DOE SCHOOL] POLICY NUMBER: [SPS-000000]
POLICY EFFECTIVE DATE: [August 1, 20XX] POLICY ANNIVERSARY: [July 31, 20XX]
POLICY TERM: [August 1, 20XX through July 31, 20XX]
STATE OF ISSUE: **Arkansas**

The Policy is a legal contract between the Policyholder and the Company.

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date shown above at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and the Company agree to continue coverage under this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

The Company and the [Policyholder] agree to all the terms of this Policy.

[

Secretary] [

President]

Non-Renewable One Year Term Insurance – This Policy Will Not Be Renewed.

**[THIS IS A LIMITED POLICY]
[IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY]
[IT DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS]
[THIS POLICY CONTAINS A DEDUCTIBLE] [A PRE EXISTING CONDITION LIMITATION MAY APPLY]
PLEASE READ IT CAREFULLY.**

**[EXCESS INSURANCE
This Policy is not intended to be issued where other medical insurance exists. If other medical insurance exists at the time of the claim then the amounts of benefits payable by such other medical insurance will be the Deductible amount of this Policy if such benefits exceed the Deductible amount shown in the Schedule]**

[NON-PARTICIPATING]

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[EXCESS [AND] [PRIMARY EXCESS] PROVISION	X
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SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, PLEASE READ ALL THE PROVISIONS CAREFULLY.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the *Conditions of Coverage* and *Description of Benefits* sections for full details.

Eligible Persons: An Eligible Person is an individual who meets all requirements of one of the covered classes shown below.

Class 1	All [full-time] [part-time] Students [who are enrolled for [12] credit hours or more per [semester] [quarter] at [XYZ School]
[Class 2	Spouse of a Student enrolled at [XYZ School]]
[Class 3	Dependent of Student enrolled at [XYZ School]]

[ACCIDENTAL DEATH BENEFIT

[Death must occur within	[30 to 365] days of the Covered Accident]
[Insured Person] [Insured Student] Principal Sum	[\$500-\$100,000,000] [0.5 -10 Times Salary [to a Maximum of \$500- \$50,000,000]]
[Insured Spouse]	[\$250-25,000,000] [2% to 100% of the [Insured Person] [Insured Student] Principal Sum]]
[Insured Dependent Child (ren)]	[\$50.00-\$5,000,000] [2% to 100% of the [Insured Person] [Insured Student] Principal Sum]]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

[Loss must occur within	[30 to 365] days of the Covered Accident]
[Insured Person] [Insured Student] Principal Sum	[\$500-\$25,000,000] [0.5 -10 Times Salary [to a Maximum of \$500- \$50,000,000]]
[Insured Spouse]	[\$250-25,000,000] [2% to 100% of the [Insured Person] [Insured Student] Principal Sum]]
[Insured Dependent Child (ren)]	[\$50.00-\$5,000,000] [2%-100% of the [Insured Person] [Insured Student] Principal Sum]]

Benefit Amount

[Loss of Life	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Heart Failure	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Two or More Hands or Feet	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Use of Two or More Hands or Feet	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Sight of Both Eyes	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Speech and Hearing (in Both Ears)	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of One Hand or Foot and Sight in One Eye	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]

[Quadriplegia	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Paraplegia	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Hemiplegia	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Uniplegia	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Coma	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Brain Death	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of One Hand or Foot	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Use of One Hand or Foot	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Sight in One Eye	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Severance and Reattachment of One Hand or Foot	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
Loss [of Speech	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Hearing (in Both Ears)	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Thumb and Index Finger of the Same Hand	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of all Four Fingers of the Same Hand	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of all the Toes of the Same Foot	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Thumb	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Tooth	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]

PLAN OF INSURANCE

This section will appear if the Policyholder elects a PPO Plan; otherwise the Indemnity section below will appear.

Preferred Provider Organization Plan

Preferred Provider Information:

By enrolling in this Policy, an [Insured Student] [Insured Person] has the [PPO Name]. The availability of specific providers is subject to change without notice. A complete listing of Preferred Providers is available at [www.phcs.com] or you may call toll-free at [xxx-xxx-xxxx]. The Policy does not require an [Insured Student] [Insured Person] to use a Preferred Provider.

Scope of Coverage Applicable to Accident [and Sickness] Medical Expense Benefits

Any benefit limits and benefit percentages for *Medical Benefits* apply, unless otherwise specified, on a per [Insured Person] [Insured Student] – per Covered Accident [or Sickness] basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

[Lifetime Maximum	[\$100,000 - \$10,000,000]
[Policy Year Maximum Benefit	[\$100-\$10,000,000]]
[Benefit Period	[52 weeks] [per Policy Term for [Injury] [and/or] [Sickness]]
[Per Condition Aggregate Maximum per Injury [or Sickness]	[\$100-\$10,000,000]]
[Per Policy Year Aggregate Maximum per Injury [or Sickness]	[\$100-\$10,000,000]]
[Deductible applies to	[each [Condition];[each Policy Year]]
[Preferred Provider:	[\$0-\$500] per Insured [Student][Person]

[\$0-\$1500] per Family (3 per family))

[Non-Preferred Provider: [\$250 - \$1,000] per Insured [Student][Person]
[\$750 - \$3000] per Family (3 per family))

[The annual maximum deductible payable by an [Insured Person] [Insured Student] will not exceed [\$250.] [There is no deductible for services provided at the [[University][Student] Health [Center][Services].r.] [Deductible will be waived for treatment that results from a referral from the [[University][Student] Health [Center][Services] within [72 hours] of said referral..]

[Out-of-Pocket Maximum per Policy Year

Preferred Provider: [\$1000 - \$10,000] per Insured [Student][Person]
Non-Preferred provider: [\$1000 - \$10,000] per Insured [Student][Person]]

[Non-Preferred Provider Coinsurance Amount will be no more than 25 percentage points lower than the Preferred Coinsurance percentage but not less than [50%.]

[Non-use of Student Health Center will be no more than 25 percentage points lower than Preferred Provider Coinsurance percentage but not less than [50%].]

The Preferred Provider Organization will not charge you [or your enrolled Dependents] for any balances beyond the [Deductible], [Co-payment] [and] [Coinsurance amounts] for Covered Expenses. Facilities and professional providers that are not contracted with the Preferred Provider Organization, may bill you for any balances over the payment level in addition to the [Deductible], [Co-payment] [and] [Coinsurance amounts]. [Balances over the payment level, [Deductible], [Co-payment] [and] [Coinsurance amounts] do not apply to your out-of-pocket Maximum.]

[Primary Excess Initial Amount of Insurance [\$100] (used when Primary Excess Provision elected)

COVERED EXPENSES		
[Determination of the amount of each Covered Expense and, where applicable, each Usual and Customary Charge, will be made solely by the Company.]		
Covered Expense	Preferred Provider Benefit Amount	Non- Preferred Provider Benefit Amount
In-Patient Hospital Expenses		
Room and Board Expenses Intensive Care Unit	[60% to 100% of Preferred Allowance] [\$200 Co-pay per admission]]	[50% to 100% of Usual and Customary Charge]; [\$200 deductible per admission]]
Private/Semi-Private Room	[60% to 100% of Preferred Allowance]] [[\$200] Co-pay per admission]]	[50% to 100% of Usual and Customary Charge] [[\$200] deductible per admission]]
Hospital Miscellaneous Expenses	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Personal Services and Supplies Including Phone & TV	[60 to 100% of Preferred Allowance] [up to \$50-\$3,000]]	[50% to 100% of usual and Customary Charge] [up to \$50-\$3,000]]
[Inpatient [X-ray, CT scan, MRI, laboratory tests	[60 to 100% of Preferred	[50% to 100% of Usual

	Allowance]	and Customary Charge]]
[Pre Admission Testing	[Expenses paid under Hospital Miscellaneous]]	[Expenses paid under Hospital Miscellaneous]]
[Surgery	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Assistant Surgeon	[15% to 50% of Preferred Allowance]]	[15% to 50% of Usual and Customary Charge]]
[Anesthesia and its Administration	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Second Opinion or Consultation	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Physician In-Hospital Visits [1-3] Visits per day]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Registered Nurse Expense for private nursing care]	[60to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Outpatient Services		
[Outpatient Surgeon Fees	[60 to 100% of Preferred Allowance] [[[\$100] Co-pay per procedure]]	[50% to 100% of Usual and Customary Charge]]
[Assistant Surgeon	[15% to 50% of Preferred Allowance]]	[15% to 50% of Usual and Customary Charge]]
[Outpatient [Day] [Ambulatory]Surgery Expense	[60 to 100% of Preferred Allowance] [[[\$200] Co-pay per admission]]	[50% to 100% of Usual and Customary Charge] [[[\$200] Deductible per admission]]
[Use of Physician's Surgical Facilities	[60 to 100% of Preferred Allowance]]	50% to 100% of Usual and Customary Charge]]
[Anesthesia and its Administration	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Emergency Room Treatment [Maximum number of visits [5]per Policy Year]]	[60 to 100% of Preferred Allowance] [[[\$100]Co-pay per visit]]	[50% to 100%] of Usual and Customary Charge]]
[Physician Office Visits [Maximum number of visits [5] per Policy Year]]	[60 to 100% of Preferred Allowance] [[[\$20]Co-pay per visit]]	[50% to 100%] of Usual and Customary Charge]]
[Chiropractic Office Visits [Maximum visits per year [30]] [[[\$900] Policy Year Maximum]	[60to 100% of Preferred Allowance] [[[\$20]Co-pay per visit]]	[50% to 100%] of Usual and Customary Charge]]
[Out Patient [X-Ray, CT Scan, MRI and Laboratory Tests] [Total for all Injuries [or Sickness] per [Policy Year] [\$2500]]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Radiation Therapy [And Chemotherapy]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Out Patient Physiotherapy [[[\$25-\$100,000] per Policy Year] [Maximum number of visits [20] per Policy Year]]	[60 to 100% of Preferred Allowance] [[[\$25] Co-pay per visit]]	[50% to 100% of Usual and Customary Charge]]
[Out Patient Nursing Services [[[\$25-\$100,000] per Policy Year]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Additional Benefits		

[Ambulance Services [[\\$50-\$10,000] per Policy Year]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Medical Equipment Rental [[\\$25-\$10,000] per Policy Year]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Dental Services [up to [\\$50-\$5,000] per tooth; [\\$50-\$25,000] per [Covered Accident] [Policy Year]] [Benefit Period: [3 months, 1 years]]	[60 to 100% of Preferred Allowance]]	50% to 100% of Usual and Customary Charge]]
[Dental Expense for Removal of Impacted Wisdom Teeth. [up to [\\$300-\$100,000] per procedure]]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Elective Abortion	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Medical Services and Supplies [up to [\\$25-\$10,000] per Policy Year]	[60% to 100% of Preferred Allowance]]	50% to 100% of Usual and Customary Charge]]
[Out-Patient Prescription Drugs [up to [\\$25-\$5000] per Policy Year]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Out-patient Prescription Drugs [up to [\\$25-\$5000] per Policy Year]	[[\\$10]Co-payment Generic Drugs per 31 day supply] [[\\$15] Co-payment Tier 1 Drugs per 31 day supply] [[\\$20] Co-payment Tier 2 Drugs per 31 day supply] [[\\$25] Co-payment Tier 3 Drugs per 31 day supply]	[No Benefits] [50% to 100% of Usual and Customary Charge]]
[[Eyeglasses][Contact Lenses] [up to [\\$25-\$5000] per Policy Year]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Artificial [Eyes] [Larynx]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Home Health Care <ul style="list-style-type: none"> • Minimum Hospital Stay: [1 to 10 consecutive days] • Home Health Care must begin within: [1 to 10 consecutive days] after the Minimum Hospital Stay • [Maximum Number of Home Health Care Visits: [5 to 200]] [up to [\\$100-\$25,000] per Policy Year] 	[60% to 100% of Preferred Allowance]] [[\\$40] Co-pay per visit]]	[50% to 100% of Usual and Customary Charge]]
[Rehabilitation Care Facility [up to [\\$500-\$100,000] per Policy Year]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Extended Care Facility <ul style="list-style-type: none"> • Minimum Hospital Stay: [1 to 10 consecutive days] • Extended Care must begin within: [1 to 10 consecutive days] after the Minimum Hospital Stay [up to [\\$500-\$100,000] per Policy Year] 	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Skilled Nursing Facility [up to [60] days per Policy Year]]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Injections [\\$20-\$1,000] policy Year Maximum]]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]

[Urgent Care Center [Maximum Benefit of [\$200] per Accident [or Sickness] [per Policy Year]	[60% to 100% of Preferred Allowance] [[\$50] Co-pay per visit]	[50% to 100%] of Usual and Customary Charge]
[Routine Annual Physical Exams [Deductible does not apply]	[60% to 100% of Preferred Allowance] [[\$20] Co-pay per visit]	[No Coverage] [50% to 100% of Usual and Customary Charge]
[[Pelvic][Cervical screening]] [Deductible does not apply]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Bone Mass Measurement [Deductible does not apply]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Elective Abortion [\$100 - \$500] Policy Year Maximum]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Allergy Treatment Expense Benefits [\$100 - \$100,000] Policy Year Maximum]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Immunizations [Deductible does not apply]	[60% to 100% of Preferred Allowance]	[No Coverage] [50% to 100% of Usual and Customary Charge]
[Durable Medical Equipment [\$100 - \$100,000] Policy Year Maximum]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Bedside Visit Benefit	[\$500-\$5,000]	[\$500-\$5,000]
[Repatriation Benefit	[\$1,000 - \$100,000]	[\$1,000 - \$100,000]
[Emergency Medical Evacuation Benefit	[\$1,000 - \$100,000]	[\$1,000 - \$100,000]
[Student Health Center Referral	Included]	Included]
[Mandated Benefits]		
[Breast Reconstruction After Mastectomy Benefit	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Children's Preventative Health Care Benefit [Deductible does not apply to visits] Immunizations are not subject to the Deductible	[60% to 100% of Preferred Allowance] [[\$20] Co-pay per visit]	[No Coverage] [50% to 100% of Usual and Customary Charge]
[Colorectal Exam [Deductible does not apply]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Dental Anesthesia	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Diabetes Self-management/Supplies	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Infertility Expense Benefit	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Loss/Impairment of Speech/Hearing Benefit	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Maternity & Newborn Coverage Benefit	Paid as any other Sickness]	Paid as any other Sickness]
[Medical/Low Protein Foods Benefit	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Prostate –Specific Antigen Test [Deductible does not apply]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[[Prosthetic Appliances [and Orthotic] Devices [up to [\$100-\$10,000] per Policy Year]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Mandated Offers]		
[[Chemical Dependency][Alcohol] [Drug Abuse] Benefit	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]

[Hospice Care] [up to [\$25-\$5000] Lifetime Benefit]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Hearing Aids] Deductible does not Apply	100% up to [\$1400] per ear every [3] year period]	100% up to [\$1400] per ear every [3] year period]]
[Mammography] [Deductible does not apply]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Mental and Nervous Disorders]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[TMJ Disorders] [up to [\$3000] Lifetime Benefit]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]]
[Mandated Conditional Benefits]		
[Off-Label Drug Benefit]	Paid under Prescription Drug Benefit	Paid under Prescription Drug Benefit]

1

[Indemnity Plan

Scope of Coverage Applicable to Accident [and Sickness] Medical Expense Benefits

Any benefit limits and benefit percentages for *Medical Benefits* apply, unless otherwise specified, on a per [Insured Person] [Insured Student] – per Covered Accident [or Sickness] basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

[Lifetime Maximum [\$100,000 - \$10,000,000]]
[Policy Year Maximum Benefit [\$100-\$10,000,000]]

[Benefit Period [12 months]

[Per Condition Aggregate Maximum per Injury [or Sickness]
[\$100-\$10,000,000]]

[Per Policy Year Aggregate Maximum per Injury [or Sickness]
[\$100-\$10,000,000]]

[Deductible
applies to [each [Condition];[each Policy Year]]
[\$0-\$500] per Insured [Student][Person]
[\$0-\$1500] per Family (3 per family)]

[The annual maximum deductible payable by an [Insured Person] [Insured Student] will not exceed [\$250.] [There is no deductible for services provided at the [[University][Student] Health [Center][Services].] [Deductible will be waived for treatment that results from a referral from the [[University][Student] Health [Center][Services]within [72 hours] of said referral.]

[Out-of-Pocket Maximum per Policy Year [\$1000 - \$10,000] per Insured [Student][Person]]

[Primary Excess Initial Amount of Insurance [\$100] (used when Primary Excess Provision elected)

(for use with indemnity plans)

COVERED EXPENSES

[Determination of the amount of each Covered Expense, and where applicable, each Usual and Customary Charge, will be made solely by the Company.]

Covered Expenses	Benefit Amount
In-Patient Hospital Expenses	
Room and Board Expenses Intensive Care Unit	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] per day; [the daily intensive care unit room rate; up to the daily intensive care unit room rate] [two times average semi-private room rate [up to [\$100-\$100,000]]] [200% of average semi-private room rate [up to [\$500-\$10,000]] [[\$200] per Admission]]
Private/Semi-Private Room	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$5,000] per day; the semi-private daily room rate]] [[\$200] per Admission]]
Hospital Miscellaneous Expenses	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$25,000] per Hospital Stay]]
[Personal Services and Supplies Including Phone & TV	[50% to 100% of Usual and Customary Charge] [up to \$50-\$3,000]]
[Inpatient [X-ray, CT scan, MRI, laboratory tests]	[50% to 100% of Usual and Customary Charge] [up to \$50 to \$25,000]]
[Pre Admission Testing	[Expenses paid under Hospital Miscellaneous]]
[Surgery	[50% to 100% of Usual and Customary Charge] [up to [\$300-\$100,000] per procedure]] [[\$100] deductible per Surgery]]
[Assistant Surgeon	[50% to 100% of Usual and Customary Charge] [up to [\$150-\$50,000] per procedure]]
[Anesthesia and its Administration	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$50,000] per procedure]]
[Second Opinion or Consultation	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$2500]]
[Physician In-Hospital Visits [[1-3] Visits per Day]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$1000] per visit]]
[Registered Nurse Expense for Private Nursing Care]	[50% to 100% of Usual and Customary Charge] [up to [\$10-\$1000] per visit]]
[Outpatient Services	
[Outpatient Surgeon Fees	[50% to 100% of Usual and Customary Charge]] [up to [\$300-\$100,000] per procedure]] [[\$100] Deductible per procedure]]
[Assistant Surgeon	[50% to 100% of Usual and Customary Charge] [up to [\$150-\$50,000] per procedure]]
[Outpatient [Day] [Ambulatory] Surgery Expense	[50% to 100% of Usual and Customary Charge]] [up to [\$300-\$100,000] per procedure]] [[\$200] Deductible per admission]]
[Use of Physician's Surgical Facilities	[50% to 100% of Usual and Customary Charge] [up to [\$300-\$25,000] per procedure]]
[Anesthesia and its Administration	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$50,000] per procedure]]
[Emergency Room Treatment [Maximum number of visits [5] per Policy Year]]	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$100,000]] [[\$100] deductible per visit]]

[Physician Office Visits [Maximum number of visits [5] per Policy Year]]	[50% to 100% of Usual and Customary Charge] [up to [\$10-\$1000] per visit]]
[Chiropractic Office Visits [Maximum visits per year [30]] [[\$900] Policy Year Maximum]	50% to 100% of Usual and Customary Charge] [up to [\$10-\$1000] per visit]]
[Out Patient [X-Ray, CT Scan, MRI and Laboratory Tests] [Total for all Injuries [Sickness] per [Policy Year] [\$2500]]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$10,000]]
[Radiation Therapy[and Chemotherapy]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$100,000]]]
[Out Patient Physiotherapy [Maximum number of visits [20] per Policy Year]]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$100,000]]]
[Out Patient Nursing Services	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$100,000]]]
[Additional Benefits	
[Ambulance Services	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$10,000]]]
[Medical Equipment Rental	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$10,000]]]
[Dental Services [Benefit Period [3 months, 1years]]]	[50% to 100% of Usual and Customary Charge] up to [\$50-\$5,000] per tooth; [\$50-\$25,000] per [Covered Accident][Policy Year]]
[Dental Expense for Removal of Impacted Wisdom Teeth	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$5,000] per tooth; [\$50-\$25,000]]]
[Elective Abortion	[50% to 100% of Usual and Customary Charge]]
[Medical Services and Supplies	50% to 100% of Usual and Customary Charge]] [up to [\$25-\$10,000]]]
[Out-patient Prescription Drugs	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$5000]]]
[Out-Patient Prescription Drugs	[[\$10] Generic Drugs] per 31 day supply [[\$15] Tier 1 Drugs] [[\$20] Tier 2 Drugs] [[\$25] Tier 3 Drugs]]]
[Eyeglasses][Contact Lenses]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$5000]]]
[Artificial [Eyes] [Larynx]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Home Health Care <ul style="list-style-type: none"> • Minimum Hospital Stay: [1 to 10 consecutive days] • Home Health Care must begin within: [1 to 10 consecutive days] after the Minimum Hospital Stay • Maximum Number of Home Health Care Visits: [5 to 200]] 	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$25,000]]]
[Rehabilitation Care Facility	[50% to 100% of Usual and Customary Charge] [up to [\$500-\$100,000]]]

[Extended Care Facility] <ul style="list-style-type: none"> • Minimum Hospital Stay: [1 to 10 consecutive days] • Extended Care must begin within: 1 to 10 consecutive days] after the Minimum Hospital Stay] 	[50% to 100% of Usual and Customary Charge] [up to [\$500-\$100,000]]
[Skilled Nursing Facility [up to [60] days per Policy Year]]	[50% to 100% of Usual and Customary Charge] [up to [\$2000-\$100,000]]
[Injections [\$20-\$1,000] per Policy year Maximum]]	[50% to 100% of Usual and Customary Charge]]
[Urgent Care Center]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Routine Annual Physical Exams [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[[Pelvic][Cervical screening] [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Bone Mass Measurement [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Elective Abortion]	50% to 100% of Usual and Customary Charge] [up to \$100-\$500 maximum]]
[Allergy Treatment Expense Benefits]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Immunizations [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Durable Medical Equipment]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Bedside Visit]	[\$500- \$5000]]
[Repatriation Benefit]	[\$1,000 - \$100,000]]
[Emergency Medical Evacuation]	[\$1,000 - \$100,000]]
[Student Health Center Referral]	Included]
[Mandated Benefits]	
[Breast Reconstruction After Mastectomy Benefit]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] Lifetime Maximum]]
[Children’s preventative Health Care Benefit [Deductible does not apply to visits] Immunizations are not subject to the Deductible]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Colorectal Exam [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Dental Anesthesia]	[50% to 100% of Usual and Customary Charge]] [\$50-\$25,000]]
[Diabetes Self-management/Supplies]	[50% to 100% of Usual and Customary Charge]]
[Infertility Expense Benefit]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Loss/Impairment of Speech/Hearing Benefit]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Maternity & Newborn Coverage Benefit]	Paid as any other Sickness]
[Medical / Low Protein Foods Benefit]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] Lifetime Maximum]]
[Prostate –Specific Antigen Test [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Prosthetic Appliances [and Orthotic] Devices]	[50% to 100% of Usual and Customary Charge] [up to [\$500-\$10,000]]]

[Mandated Offers]	
[Chemical Dependency][Alcohol][Drug Abuse]	[50% to 100% of Usual and Customary Charge [up to [\$2,000-\$10,000]]]
[Hospice Care]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$5,000] Lifetime Benefit]
[Hearing Aids]	100% up to [\$1400] per ear every [3] year period]
[Mammography [Deductible does not apply]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Mental and Nervous Disorders]	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$1000 per day]]
[TMJ Disorders]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] Lifetime Maximum]
[Mandated Conditional Benefits]	
[Off-Label Drug Benefit]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] Lifetime Maximum]

]]

[SCHEDULE OF PREMIUM RATES

<u>CLASS OF INSURED PERSONS</u>	<u>TERM OF COVERAGE</u>	<u>PREMIUM RATE</u>
Class 1	Annual	\$
[Class 2	Annual	\$]
[Class 3	Annual	\$]
Class 1	Fall	\$
[Class 2	Fall	\$]
[Class 3	Fall	\$]
Class 1	Spring	\$
[Class 2	Spring	\$]
[Class 3	Spring	\$]
Class 1	Summer	\$
[Class 2	Summer	\$]
[Class 3	Summer	\$]]

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Accident or Accidental

means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the [Insured Person] [Insured Student] is covered under this Policy.

[Adopted or Newborn Infant

means 1) a newly born child of an [Insured Student][Insured Person] from the moment of birth provided that person is insured under this Policy; 2) a child adopted by an [Insured Student] provided the person adopting the child is insured under this Policy on the date the adoption becomes effective.

Coverage for newborn/adopted infant children will consist of coverage for Sickness or Accident, including routine newborn care and the necessary care or treatment of congenital defects, birth abnormalities, or premature birth. Such coverage will start from the moment of birth, if the [Insured person][Insured Student] is already insured for Dependent coverage when the child is born. If the [Insured person][Insured Student] does not have dependent coverage when the child is born, We cover the newborn child for dependent benefits from and after the moment of birth. To continue the newborn child's dependent benefits past the first 90 days, the Insured Student must notify Us in writing within 90 days of the child's birth.]

Adopted children of the [Insured Person][Insured Student] are covered on the same basis as other Dependent Children: (a) from the date of birth if a petition for adoption is filed within 60 days of the birth of such child; or (b) from the date of Placement for the purpose of adoption if a petition for adoption is filed within 60 days of Placement of such child. Such coverage shall continue unless the Placement is disrupted prior to legal adoption and the child is removed from Placement. Coverage shall include the necessary care and treatment of medical conditions existing prior to the date of Placement. As used here, Placement means in the physical custody of the adoptive Insured Student.

[Allowed Application Period

means a period of [15] days after the Policy Effective Date or for those students who start midyear, [15] days from the start of the [quarter] during which an eligible student may enroll and be covered as of the Policy Effective Date or the start of the [quarter], respectively.]

[Benefit Period

means a period, shown in the *Schedule of Benefits* and commencing with the date of [the first Covered Expense Incurred for treatment of a Injury sustained in an Accident, .[or first treatment of a Sickness] during which benefits are payable.]

Coinsurance

means the out-of-pocket expenses to be paid by the [Insured Person][Insured Student] as a percentage of the Covered Expenses as shown in the Schedule of Benefits.

Company

means Axis Insurance Company.

[Complications of Pregnancy]

means conditions which require Hospital stays before the pregnancy ends and whose diagnoses are distinct from but are caused or affected by pregnancy. These conditions are:

- acute nephritis or nephrosis; and
- cardiac decompensation or missed abortion; and
- similar medical and surgical conditions of comparable severity; and
- non-elective caesarean section; and
- termination of an ectopic pregnancy; and
- spontaneous termination when a live birth is not possible. (This does not include elective abortion.)

Not included are: (a) false labor, occasional spotting or Physician prescribed rest during the period of pregnancy; (b) morning sickness; (c) hyperemesis gravidarum and preeclampsia; and (d) similar conditions not medically distinct from a difficult pregnancy]

[Co-payment]

means the specified dollar amount an [Insured Person][Insured Student] must pay for specified charges. The copayment is separate from and not a part of the Deductible or Coinsurance.]

[Continuous Coverage]

means that period of time during which the [Insured Person][Insured Student] is continuously covered under one of the [ABC University] Student Accident [and Sickness] plans, with no lapse in coverage between this Policy and the prior Policies.]

Covered Expense

means charges that are Medically Necessary and that are:

- (1) Not in excess of the maximum amount payable for services as specified in the Schedule of Benefits;
- (2) In excess of any Deductible amount; and
- (3) Incurred while the [Insured Person][Insured Student]'s coverage under this Policy is in force.

[Dependent Child]

means the [Insured Person's] [Insured Student's] child who meets the following requirements.

1. A child from live birth up to 26 years old.
2. An unmarried child who is 26 or more years old but less than [31] years old, enrolled in a school [as a full-time student] and primarily supported by the [Insured Person] [Insured Student]. Coverage will continue during any period between school terms or school years as long as the Company is provided satisfactory proof that he has enrolled for the next following school term or year.]
3. A child's coverage will not end because the child has reached the age limit shown above, if he or she: (a) is not able to earn his or her own living as a result of mental or physical handicap; and (b) became so handicapped before reaching the age limit; and (c) is chiefly dependent on the [Insured Person] [Insured Student] for support and maintenance.

The [Insured Person][Insured Student] must send us proof of the child's dependency or handicap whenever requested. This will be at Our Expense. If the incapacity or dependency is thereafter removed or terminated. You must notify us.

A Dependent Child, for purposes of this definition, includes [the Insured Student's] [Insured Person's]:

1. Natural child;
2. Adopted child, beginning with any waiting period pending finalization of the child's adoption;]
3. Stepchild [who resides with the [Insured Person] [Insured Student]];]
4. [Child for whom the [Insured Person] [Insured Student] is legal guardian [, as long as the child resides with the [Insured Person] [Insured Student] and depends on him for financial support. [Financial support means that the [Insured Person] [Insured Student] is eligible to claim the dependent for purposes of Federal and State income tax returns.]]]

If the [Insured Person][Insured Student] who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with him for at least [six consecutive months] and intends to reside with him for an indefinite period of time.

[Deductible

means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Insured [Person][Student] [per Injury [or Sickness] each Policy Year before benefits are payable under this policy. The Deductible Amount is shown on the Schedule of Benefits. [Under certain conditions, the Deductible Amount may be lowered or waived by the Company.]]

[Deductible

means the amount of Covered Expenses that must be paid by the [Insured Person] [Insured Student] before benefits will become payable under this Policy. A separate deductible shall apply to each covered Accident. [The Deductible shall be reduced by the amount of medical expenses paid or payable under an Other Valid and Collectible Medical Insurance for medical expenses arising out of the covered Accident that gave rise to the claim under this Policy.]]

[Drop/Add Period

means the period designated by the Policyholder during which the [Insured Person][Insured Student] may enroll, change or add coverage for himself [and his Insured Dependent] under the Policy.]

[Domestic Partner

means a person who:

1. shares the [Insured Person's] [Insured Student's] permanent residence;
2. has resided with the [Insured Person] [Insured Student] continuously for at least [six months to two years] and is expected to reside with the [Insured Person] [Insured Student] indefinitely;
3. is financially interdependent with the [Insured Person] [Insured Student] [in each] of the following ways:
 - a. by holding one or more credit or bank accounts, including a checking account, as joint accountholders;]
 - b. by owning or leasing their permanent residence as joint tenants;]
 - c. by naming, or being named by, the [Insured Person] [Insured Student] as a beneficiary of life insurance or under a will;]
 - d. by each agreeing in writing to assume financial responsibility for the welfare of the other;]]
4. has signed a domestic partner declaration with the [Insured Person] [Insured Student], if he resides in a jurisdiction which provides for a Domestic Partner declaration;]
5. has not signed a domestic partner declaration with any other person within the last [12 to 24 months];]
6. is no less than [18 to 23] years of age and not more than [60 to 85] years of age;
7. is not legally permitted to marry the [Insured Person] [Insured Student];]
8. is not legally married to any other person;
9. is not a blood relative any closer than would prohibit legal marriage.

[In addition to the above requirements, consent of either party due to the Domestic Partner relationship must not have been obtained by force, duress or fraud.]

[A Domestic Partner may be insured if all of the following conditions are met:

1. the [Insured Person] [Insured Student] has not been married to any person within the past [12 to 24 months];
2. the Domestic Partner is the only person meeting this Policy's definition of Domestic Partner with respect to the [Insured Person] [Insured Student];
3. [the Insured Person] [Insured Student] and the Domestic Partner furnish a [notarized written affidavit or signed statement] reflecting these requirements as well as an agreement to notify the Company these requirements are no longer being, on a form acceptable to the Company.]

Eligible Person

means an individual as defined in the *Schedule of Benefits*.

[Experimental or Investigational Care

means a service or supply:

- (a) that is not commonly and customarily recognized as being safe and effective for the particular diagnosis or treatment; or
- (b) which requires approval by any governmental authority and such approval has not been granted before the service or supply is furnished.

We may rely upon the advice of medical consultants and commonly recognized national medical organizations in determining which services or supplies are experimental or investigational.]

Foreign Country

means any country of which an [Insured Person] [Insured Student] [Insured Dependent] is not a citizen

He, His, Him

refers to any individual, male or female.

[Home Healthcare

means Medically Necessary services provided and billed by a Home Health Agency. Such services must be prescribed and supervised by a Physician in accordance with a medical treatment program.]

[Home Health Agency

means an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity must be certified by a competent governmental authority in the jurisdiction where the services are rendered, and also meeting the requirements of Title XVIII of the Social Security Act, as amended, for home health agencies.]

[Home Country

means a country from which the [Insured Person] [Insured Student] holds a passport. If the [Insured Person] [Insured Student] holds passports from more than one country, the Home Country will be the country declared to in writing to the Policyholder as his Home Country.]

Hospital

an institution that meets all of the following:

1. it is licensed as a hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical Physicians;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

[Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an inpatient shall be waived.]

[The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. [a Veteran's Administration Hospital or Federal Government Hospital unless the [Insured Person] [Insured Student] incurs an expense.

In-Patient Hospital Confined

means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician

Confinement does not include treatment received in an Outpatient department of the facility..

[Immediate Family Member

means a person who is related to the [Insured Person] [Insured Student] in any of the following ways: Spouse, [Domestic Partner] brother-in-law, sister-in-law, daughter –in-law, son-in-law, mother in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild.

Injury

means bodily injury caused by an Accident. [The Accident must occur while the Insured [Person][Student]'s insurance is in force under this Policy] All Injuries sustained by one person in any one accident , including all related conditions and recurrent symptoms of these Injuries, are considered a single covered Injury. The Injury must be the direct cause of an Accident covered under this Policy and must be independent of all other causes. The Injury must not be caused by or contributed to by Sickness.

[Insured Dependent

means an [Insured Dependent Child] [or an] [Insured Spouse], for whom premium is paid while covered under this Policy.]

[Insured Dependent Child

means the [Insured Person's] [Insured Student's] Dependent Child, for whom premium is paid while covered under the Policy.]

[Insured Person

means an Eligible Person, as defined in the *Schedule of Benefits*, for whom (*Included only when the Insured Person pays any portion of the premium*) [an enrollment form has been accepted by the Company] and required premium has been paid when due and for whom coverage under this Policy remains in force. [May include Covered Spouse and/or Insured Dependent covered under this Policy.]]

[Insured Spouse

means the [Insured Person's] [Insured Student's] Spouse [or Domestic Partner] for whom premium is paid while covered under this Policy.]

[Insured Student

means an Eligible Person, as defined in the *Schedule of Benefits*, for whom [an enrollment form has been accepted by the Company and required premium has been paid when due and for whom coverage under this Policy remains in force. [May include Insured Spouse and/or Insured Dependent covered under this Policy]]

[Intracollegiate Sport

a sport that:

1. is approved by the sports director or athletic director of the School; and
2. involves only students at the same School; and
3. takes place within the walls, boundaries and grounds of said School
- [4. or participation in an approved Intercollegiate tournament, on campus or approved by the Policyholder.]

[Intercollegiate Sport

a sport that:

- [1. [has been accorded varsity status by the participating School;]
- [2. is administered by such School's department of intercollegiate athletics [for which the eligibility of the participating student athlete is reviewed and certified in accordance with the applicable intercollegiate sports organization's legislation, rules or regulations];]
- [3.entitles qualified participants to receive the participating School's official awards;]
- [4. Includes travel, only within the contiguous United States, including Alaska and Hawaii and only directly and without interruption between home, School and the premises of the Intercollegiate Sporting event.]

[Licensed Therapist

means a physical therapist, occupational therapist, respiratory therapist, physiotherapist, chiropractor, osteopath, certified athletic trainer, speech pathologist or audiologist who is licensed in the state where care is rendered.]

[Lifetime Maximum

means the total amount of benefits payable for all Injuries [and Sicknesses] combined under this Policy.]

Medical Emergency

means the sudden and, at the time, unexpected onset of an Injury [or Sickness] that manifests itself by symptoms of sufficient severity that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that immediate medical care is required, which may include, but is not limited to:

- (a) placing the person's health in significant jeopardy;
- (b) serious impairment to a bodily function;
- (c) serious dysfunction of any bodily organ or part;
- (d) inadequately controlled pain; or
- (e) with respect to a pregnant woman if she is having contractions:
 1. that there is inadequate time to effect a safe transfer to another Hospital before delivery; or

2. that transfer to another Hospital may pose a threat to the health or safety of the woman or unborn child.

[Medically Necessary

means that a service or supply is necessary and appropriate for the diagnosis or treatment of a [Sickness or] Injury based on generally accepted current medical practice. A service or supply will not be considered as Medically Necessary if:

- (a) it is provided only as a convenience to the Insured Person or provider;
- (b) it is not the appropriate treatment for the Insured Person's diagnosis or symptoms;
- (c) it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment.

The fact that any particular Physician may prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply Medically Necessary.]

Member of the Same Household

means a person who maintains residence at the same address as [the Insured Person] [Insured Student].

[Mental and Nervous Disorders

mean any disorder as defined in the Diagnostic and Statistical Manual of Mental Disorders (DSMIV), or a subsequent edition published by the American Psychiatric Association except those mental disorders coded in the DSMIV or subsequent editions as substancerelated disorders (291.0 through 292.9 and 303.0 through 305.9), those coded as sexual dysfunctions not due to organic diseases (302.70 through 302.79) and those coded as V Codes.]

[Non-Preferred Provider

means any Hospital, Physician, or other provider of health care services who has not agreed to any pre-arranged fee schedules.]

[Nurse

means a licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:

1. the [Insured Person] [Insured Student];
2. an Immediate Family Member of either the [Insured Person] [Insured Student] or the Insured Person's] [Insured Student's] spouse; or
3. a Member of the Same Household]

[Other Valid and Collectible Medical Insurance

includes but is not limited to group insurance; [automobile medical payments and no-fault insurance;] [individual medical policies;] coverage provided by a Hospital or medical service organization; union welfare plans; or employer or employee benefits organization; or employer's liability coverage.]

[Out Patient

means an [Insured Person] [Insured Student] who is a patient and is not hospitalized overnight but who visits a hospital, clinic, or associated facility for diagnosis or treatment.]

[Out-of-Pocket Maximum

means the maximum dollar amount an [Insured Person][Insured Student] is responsible to pay during a Policy Year. After an Insured [Person][Student] has reached the Out-of-Pocket

Maximum, We cover most benefits at 100% for the remainder of the Policy Year. Some benefits, however, will always remain payable at the percentage shown in the Plan of Insurance. The Out-of-Pocket Maximum is met by accumulated Deductible [and] Coinsurance [and Copayments] [Co-payments are not applied to the Out-of-Pocket Maximum.]. Penalties and amounts above the Usual and Customary Expense do not count toward the Out-of-Pocket Maximum. The Out-of-Pocket Maximum is shown in the Plan of Insurance. In no instance will We pay more than the [Lifetime][Policy][Aggregate] [Year][Per Condition]Maximum Benefit. As shown in the Schedule of Benefits.]

[Paralysis/Paralyzed]

means [Quadriplegia], [Paraplegia], [Hemiplegia] or [Uniplegia] that is expected to last for a continuous period of [6, 12, 18, 24, 30, 36] months or more from the earlier of the date of the accident causing paralysis or the date of the diagnosis. [“Quadriplegia” means the complete and irreversible paralysis of both upper and lower limbs.] [“Paraplegia” means the complete and irreversible paralysis of both lower limbs or both upper limbs.] [“Hemiplegia” means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.] [“Uniplegia” means the complete and irreversible paralysis of one limb. “Limb” means entire arm or entire leg.]]

[Per Condition Aggregate Maximum]

means for each Insured Person, the maximum amount of benefits payable, as shown in the Schedule of Benefits for each Injury [or Sickness] under the Policy each Policy Year.]

[Per Policy [Aggregate] [Maximum] Benefit]

means benefits for any [one Injury] [or Sickness] [per Policy Year] which are payable throughout a period of Continuous Coverage. Benefits will terminate at the end of the period of Continuous Coverage.]].

Physician

a [United States]licensed health care provider [and/or Licensed Therapist] practicing [in the United States] within the scope of his license and rendering care and treatment to the [Insured Person] [Insured Student] that is appropriate for the condition and locality, and who is not:

1. the [Insured Person] [Insured Student];
2. an Immediate Family Member of either the [Insured Person] [Insured Student] or [the Insured Person's] [Insured Student] spouse;
3. member of the same household; or
4. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.]

[Per Policy Year Aggregate] Deductible

means the total amount of Covered Expenses [and adjustment expenses] that the Policyholder must pay prior to any benefits being due under this Policy. The Policy Aggregate Deductible applies to all covered Injuries [and Sickness] for all [Insured Persons][Insured Students]. Any Covered Expenses that are paid by Policyholder for a covered Injury [or Sickness] shall reduce the maximum for Accident [and Sickness] Expense Benefits payable under this Policy as shown in the *Schedule of Benefits* that covered Injury.]

Policyholder

means the School, named on the Policy/ face page, to which the Company issues the Policy.

Policy Term [Plan]

means the time period defined for the Policyholder shown in the *Schedule of Benefits*.

- Policy Year** means the [12 month] period beginning on the Policy Effective Date.
- [Preferred Allowance]** means the amount a Preferred Provider will accept as payment in full for Covered Expenses.]
- [Preferred Provider]** means the providers and Hospitals who have contracted with the Preferred Provider Organization to provide specific medical care at negotiated prices.]
- [Preferred Provider Organization]** means a diversified group of medical providers who have entered into agreements with the [administrator] or Us to provide medical benefits and services to Insured Persons.]
- [Pre-Existing Condition]** means an illness, disease, Sickness or injury or other condition of the [Insured Person] [Insured Student] which, in the [2, 6, 12, 18, 24, and 36] month period before the [Insured Persons] [Insured Student] coverage became effective under the Policy:
1. was treated by a Physician or treatment had been recommended by a Physician.
 2. required taking prescribed drugs or medicines, or
 3. [first manifested itself, worsened, became acute or exhibited symptoms that would have caused an ordinarily prudent person to seek diagnosis.]]
- [Prescription Drugs]** means any Medically Necessary drugs that, under the applicable state or federal law, may be dispensed only upon written prescription of a Physician; and injectable insulin.
- [Rehabilitation Facility]** A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:
1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care; and
 2. is duly licensed by the appropriate government agency to provide such services; and
 3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.
- A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.]
- [School]** means the college or university where the [Insured Person] [Insured Student] is enrolled. The School must be licensed or accredited, as applicable, by the jurisdiction where it is located, [to provide the care, education or training for which [the Insured Person] [Insured Student] is enrolled.] [A college or university that is a member of an Intercollegiate athletic association.]

[Sickness

means disease or illness including related conditions and recurrent symptoms of the Sickness [which begins after the Effective Date of an [Insured Person's] [Insured Student's] Coverage]. Sickness also includes pregnancy and Complications of Pregnancy.]]

[Skilled Nursing Facility

means an institution which meets all the following requirements;

- (1) it must be operated pursuant to law;
- (2) it must be primarily engaged in providing, in addition to room and board accommodations, nursing services under a licensed Physician's supervision;
- (3) Registered or License Practical Nurses must supervise 24 hours a day; and
- (4) a daily record for each patient must be maintained.

This definition does not include:

- (1) Rest home or similar facility;
- (2) Home or facility for the aged;
- (3) Home or facility for drug addicts and alcoholics;
- (4) Home or facility for care and treatment of mental diseases and disorders; or
- (5) Home or facility for custodial or educational care.]

[Spouse

means the [Insured Person's] [Insured Student's] lawful spouse, [who is age 18 years and under Age 70,] [who is a United States citizen or has a permanent Alien Registration Card.] [Except for purposes of determining initial eligibility, the term includes a Spouse who is widowed by [or divorced or legally separated from] the [Insured Person] [Insured Student].] [The term Spouse will include [Domestic Partner.]]]

[Study Abroad

means a period of time in which the [Insured Person][Insured Student] is enrolled in an accredited program of study outside the United States, and is approved by the [Insured Person][Insured Student]'s home university which is the Policyholder.]

[Total Disability or Totally Disabled

means [either]:

1. inability of the [Insured Person] [Insured Student] who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; [or]
- [2. inability of the [Insured Person] [Insured Student] who is not currently employed to perform [1 to 6] of the 6] [all] of the] activities of daily living including Eating, Transferring, Dressing, Toileting, Bathing, and Continence, without human supervision or assistance.]

[Usual and Customary Charge

means fees and prices generally [charged] [reimbursed] within the locality where performed for Medically Necessary services and supplies required for treatment of cases of comparable severity and nature. [This will be derived from the mean [charge] [reimbursement] based on the experience in a related area of service delivered and the [Ingenix] schedule of fees valued at the [90th] percentile [and the Anesthesia Relative Value Guide]].

[[University][Student] Health [Center][Services]

means the health center at the school the Insured is attending and any other facility appointed by the School for medical care and approved by the Plan Administrator.]

We, Us, Our

means AXIS Insurance Company.

ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS

This Policy takes effect as of the Policy Effective Date shown on the face page of the Policy. It continues in force until the Policy Termination Date. Subject to Our consent, this Policy may be renewed for like periods upon receipt of the renewal premium at the premium rate then in force. We reserve the right to adjust the premium rate on the first anniversary of the Policy Effective Date. We will give the Policyholder at least [60] days prior written notice. We also reserve the right to refuse to renew this Policy.

However, in no event will We refuse to renew or cancel this Policy during any term for which premium has been paid

Effective Date for Individuals

The insurance of each Eligible Person shall take effect as follows:

- [(a) If an Eligible Person enrolls and pays any required premium on or before the Policy Effective Date, coverage will begin on the Policy Effective date;]
- [(b) If an Eligible Person enrolls and pays any required premium after the Policy Effective Date [but within the Allowed Application Period] coverage will begin on the Policy Effective Date or the start of the term or semester in which the student has enrolled;]
- [(c) If an Eligible Person enrolls and pays any required premium] [after the Allowed Application Period,] coverage will begin on the day after the enrollment card and premium is received; or]
- [(d) If an Eligible Person enrolls and pays any required premium on or before the Policy Effective Date and such student is a participant in intercollegiate sports or a school sponsored activity or requirement, coverage will begin on the date the eligible student is required to be on campus.]]

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.

[The Company requires written notification on a form satisfactory to the Company for any person who becomes eligible after the Effective Date of this Policy whether or not additional premium is required. [Any additional premium required for such Person will be pro-rated so that subsequent premium notifications will include the premium for all [Eligible Persons] enrolled.]]

[Effective Date of Changes

Any increase or decrease in the amount of insurance for [the Insured Person] [Insured Student] resulting from a change in benefits provided by this Policy, or a change in the [Insured Person's] [Insured Student's] Covered Class, will take effect on the date of such change.]

Eligibility

A person is eligible for insurance under this Policy when he meets the definition of Eligible Person shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one covered class, even though he may be eligible under more than one covered class.

(Included in a Policy for which individuals are not required to contribute to the cost of insurance or insurance is mandatory)

Policy Effective Date

The Company agrees to provide Accident [and] Sickness] Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the [Initial] Premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page.

[LATE ENROLLMENT FOR DEPENDENTS

An Insured [Person][Student] may add his Dependent Child or Spouse as a late enrollee:

[(a) when he or she marries. The application for coverage must be submitted within 31 days of the date of marriage. Coverage will be effective on the date of the marriage. Payment for the full semester or pro-rated premium for the remainder of the semester, is required even if the Spouse is enrolled after the term has begun;]

[(b) when he or she provides a signed affidavit of Domestic Partnership. Proof of Domestic Partnership may be required. Payment for the full semester or pro-rated premium for the remainder of the semester, is required even if the Domestic Partner is enrolled after the term has begun;]

[(c) when he or she acquires a Dependent Child through birth, adoption or guardianship decree. The application must be submitted within 31 days of the date the child is born, adopted or acquired through decree. Coverage will be effective as of the date of birth, adoption or guardianship. Payment for the full semester or pro-rated premium for the remainder of the semester, is required even if the Dependent Child is enrolled after the term has begun; and]

[(d) when his Spouse or Dependent Child arrives from a foreign homeland. The application for coverage must be submitted within 31 days of the date of the Spouse or Dependent Child's arrival from the foreign homeland. Coverage will be effective as of the date of the Spouse or Dependent Child's arrival following direct travel from the homeland. Payment for the full semester or pro-rated premium for the remainder of the semester, is required even if the Spouse or Dependent Child is enrolled after the term has begun.;]

[If the {Insured Person} [Insured Student] does not add a new Spouse or Dependent Child within 31 days of the date the Spouse or Dependent Child becomes eligible for coverage, he or she must wait until the following school term to add the Spouse or Dependent Child for coverage.]]

Termination of Insurance

Insurance for [the Insured Person] [Insured Student] will end on the earliest of: *(The following conditions will be included or deleted based on case-specific information and numbers will be adjusted accordingly.)*

- [1. the date the person is no longer in an Eligible Class [; and]
- [2. the date the person enters full time active duty in any Armed Forces. The Company will refund any premium paid for any period of active duty when the Company receives proof of active duty. Active duty does not include Reserve or National Guard duty for training] [; and]
- [3. the end of the period for which the last premium is made] [; and]
- [4. the date this Policy ends] [; and]
- [5. the end of the School year.]

Termination does not affect a claim for a Covered Expenses incurred due to an Accident [or] [Sickness] that occurs before the termination date. However, in no instance will benefits extend beyond the [earliest; earlier] of:

- [1. the end of the Benefit Period] [; and]
- [2. the date benefits equal to any applicable Benefit Limit, as shown in the *Schedule of Benefits*, have been paid][; and]
- [3. the date benefits equal to any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*, have been paid].

Certification of Creditable Coverage

[We will issue a written certification of creditable coverage under the Policy, including any waiting period and affiliation period, at the time the [Insured Person][Insured Student] ceases to be covered under the plan.] We will provide the certification at the request of and on behalf of the [Insured Person][Insured Student] if made not later than 24 months after the coverage ends.

[Continuation of Coverage

[Coverage under this Policy may be continued if an [Insured Person] [Insured Student] is no longer an Eligible Person because he has graduated from School. Coverage may be continued for up to [6 months], beginning on the date coverage would otherwise terminate.]

[Coverage under this Policy may be continued if the [Insured Person] [Insured Student] is no longer an Eligible Person because he has graduated from School. Coverage may be continued for up to:

1. the end of the Policy Year in which he graduates; or
2. the end of the period for which premium has been paid.]

If an [Insured Person] [Insured Student] ceases to be a member of an Eligible Class for any reason, the [Insured Person] [Insured Student] may elect to continue his coverage under this Policy [for up to six months]. The [Insured Person] [Insured Student] must: (a) make such election within 31 days of termination of eligibility; and (b) agree to pay the entire premium for such continued coverage.

Continuation of Coverage will not be available for:

1. any [Insured Person] [Insured Student] for whom coverage has terminated because benefits equal to any applicable Policy Aggregate Maximum, or Lifetime Maximum as shown in the *Schedule of Benefits*, have been paid;
2. any [Insured Person] [Insured Student] who is no longer eligible for coverage due to termination of the Policy; or
3. any Insured Dependent who is covered under any policy of benefits for hospital, surgical or medical care and services provided by an employer or group.

Continued coverage will be subject to all of the provisions and limitations of this Policy, including reductions for age or termination at any age.]

[Renewability of Coverage

A Student who is enrolled as a regular undergraduate or graduate student at the School will be provided with Continuous Coverage under this Policy for himself and his Insured Dependents each subsequent year the Policyholder renews this Policy with Us. Once an Insured Person has been covered under this Policy [and satisfied any Pre-existing Condition Limitation exclusion period, if applicable,] coverage under this Policy will be considered continuous. The student must apply for coverage and pay premiums as described in the Policy.]

CONTINUOUS INSURANCE AND EXTENSION OF BENEFITS PROVISIONS

Continuous Insurance

This Policy may be replacing the Prior Plan of another insurer.

Prior Plan means the Policy or Policies issued to the Policyholder with respect to the Policyholder immediately before the current Policy.

Injury [or Sickness] shall include an Injury sustained,[or a Sickness first manifesting itself,] while the Insured [Person][Student] is continuously insured under the Prior Plan and became insured under this Policy without a break in coverage.

But no benefits shall be payable for such Injury [or Sickness] to the extent that such benefits are payable under the Prior Plan for the same expenses. This will apply even though the Prior Plan provided that it will not duplicate the benefits under another Policy.

[Also, the total amount of benefits payable for Injury [or Sickness] under this Policy and the Prior Plan cannot exceed Our Policy's [Lifetime Aggregate Maximum] [or the Per Condition Aggregate Maximum].

Nothing contained herein shall be held to vary, alter, waive, or extend any of the provisions, exclusions, and other terms of this Policy, except as provided above.]

Extension of Benefits

If on the date that an [Insured Person][Insured Student]'s coverage under the policy will otherwise terminate due to termination of the Policy, such person is Totally Disabled or Hospital confined, We will continue coverage for expenses incurred for Medically Necessary treatment of the [Sickness or] covered Injury causing the Total Disability until the earlier of [90] days after the date of Accident causing the injury [or the date the Sickness if first treated under the Policy] or beyond release from the Hospital for that In-patient confinement] or the limit of liability under this Policy.

[DESCRIPTION OF BENEFITS

Each of the following benefits apply on a case-by-case basis at the option of the Policyholder. They may be included as shown, modified or deleted.

This Description of Benefits Section describes the Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits*. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these Benefits.]

[ACCIDENTAL DEATH BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the [Insured Person] [Insured Student] dies directly and independently of all other causes from a covered Injury [within the applicable time period specified in the *Schedule of Benefits*].

Exclusions Exclusions that apply to this benefit are in the *Exclusions* Section.]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Company will pay the Benefit Amount for any one of the Covered Expenses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the [Insured Person] [Insured Student] suffers a covered Injury [within the applicable time period specified in the *Schedule of Benefits*].

[If the [Insured Person] [Insured Student] sustains more than one Injury as a result of the same covered Accident, the Company will pay the Benefit for the Injury for which the largest benefit is payable.] or [If the [Insured Person] [Insured Student] sustains more than one Injury as a result of the same covered Accident, the total Benefits the Company will pay will not exceed the Principal Sum.]

[If a covered Injury causes the [Insured Person's] [Insured Student's] death, the Company will pay for Accidental Death and any other loss will not exceed the [Principal Sum, Accidental Death Benefit, largest Benefit payable for a loss] [unless death results from [Heart Failure.]]

[Exposure and Disappearance

If by reason of an accident occurring while an [Insured Person's] [Insured Student's] coverage is in force under this Policy, the [Insured Person][Insured Student] is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which an Accidental Death or Accidental Dismemberment benefit is otherwise payable under the Policy, the will be covered under the terms of the Policy.

If the body of the [Insured Person] [Insured Student] has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the [Insured Person][Insured Student] has suffered accidental death within the meaning of the Policy.]

Definitions For purposes of this benefit:

Each of the following definitions is optional and will be included as required by the selected benefits.

[**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.]

[**Loss of Use of a Hand or Foot** means total loss of all ability to move the hand or foot, within [30-365 days] of a Covered , that continues for [6-24 months] and is expected to continue for the remainder of the [Insured Person's] [Insured Student's] lifetime.]

[**Loss of Sight** means the total, permanent loss of Sight of one eye. The loss of Sight must be irrecoverable by natural, surgical or artificial means.]

[**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.]

[**Loss of Hearing** means total and permanent loss of ability to hear any sound [in both ears] which is irrecoverable by natural, surgical or artificial means.]

[**Loss of a Thumb and Index Finger of the Same Hand or of Four Fingers of the Same Hand**] means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).]

[**Loss of Toes** means complete Severance through the metatarsalphalangeal joint.]

[**Heart Failure** means death because the heart ceases to beat due to failure of the heart to maintain adequate circulation of blood.]

[**Coma** means a profound state of unconsciousness from which the [Insured Person] [Insured Student] is not likely to be aroused through powerful stimulation. The Coma must begin within [10 -90 days] of the loss, continue for [30-180 consecutive days] and must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that loss.]

[**Brain Death** means irreversible unconsciousness, resulting directly and independently of all other causes from and within [10-365 days] of a loss, manifested by both total of brain function and complete absence of electrical activity of the brain, even though the heart is still beating.]

[**Severance** means complete separation and dismemberment of the part from the body.]

Exclusions Exclusions that apply to this benefit are in the *Exclusions* Section.]

ACCIDENT [AND SICKNESS] BENEFIT

Benefits are payable for Covered Expenses less any Deductible incurred by or for an[Insured Person][Insured Student] for due to a covered Injury [or Sickness] subject to: a) [the Per Condition [Aggregate] Maximum] ,[the Per Policy Year [Aggregate] Maximum] [Lifetime Maximum] shown in the Schedule of Benefits, the maximum amount for specific services as shown in the Schedule of Benefits; and d) any Coinsurance [and/or Co-payment] amount set forth in the Schedule of Benefits or any endorsement hereto.

[If an [Insured Person] [Insured Student] receives care from a Preferred Provider, Covered Expenses will be paid at the Preferred Provider level. If a Preferred Provider is not available in the [Insured Person's][Insured Student's] network area, Covered Expenses will be paid at the level of benefits shown as Preferred Provider. If the Covered Expenses are incurred as the result of an Medical Emergency, such Covered Expenses will be paid at the Preferred Allowance as shown in the Schedule of Benefits. [In all other situations, reduced or lower benefits will be provided when a Non-Preferred provider is used]. The benefits payable are as defined in and subject to all provisions of this Policy.]

[Use of the [[University][Student] Health [Center][Services]

A referral from the [[University][Student] Health [Center][Services] is required before benefits are payable. A referral is not needed:

1. [if the Student Health [Service] Center is closed[or on evenings and weekends];

2. [if the covered service is rendered at another facility during school breaks or vacation times];
3. [if medical care is received when the [Insured Person] [Insured Student] is more than [25-100] miles from campus];
4. [if medical care is obtained by an [Insured Person] [Insured Student] who is not eligible to use the [[University]][Student] Health [Center][Services]];
5. [for maternity];
6. [for [intercollegiate] [interscholastic] [club] [athletic] [activity]];
7. [for psychiatric conditions];
8. [for the primary and preventative obstetric and gynecologic services, examinations or any care related to pregnancy];
9. [for Medical Emergencies [however, the [Insured Person][Insured Student] must return to the [[University]][Student] Health [Center][Services] for referral or necessary follow up care].

[Covered Expenses incurred for medical care or treatment rendered for which a referral is required but not obtained will be [excluded from coverage [reduced by [1-75%]].] [This referral requirement does not apply to the [Insured Person's] [Insured Student's] [Dependent(s), Dependent Child (ren).]]

Covered Expenses include:

Each of the following Covered Expenses applies on a case-by-case basis at the option of the Policyholder. Each may be included as shown, modified or deleted.)

In-Patient Hospital Services

Expenses incurred for the In-Patient Hospital services listed below subject to any maximums or limits as shown in the Schedule of Benefits.

Room and Board Expenses for

1. confinement in an intensive care unit[, up to the maximum daily benefit shown in the *Schedule of Benefits*] for each day of such confinement;
2. any other Hospital confinement, [up to the maximum daily benefit shown in the *Schedule of Benefits*] for each day of the Hospital stay.

Hospital Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to, [X-ray, laboratory, [in-hospital physiotherapy,] [nurse services,] [orthopedic appliances,] [pre-admission tests,] [drugs][medical supplies] and all necessary charges other than room and board, for services received during a Hospital stay. [The Company will also pay Covered Expenses incurred for treatment of a Sickness .] [Miscellaneous Expenses also include personal supplies and services, such as barber or beautician services and television when provided during a Hospital Stay].

Physician Expenses incurred for Physician services listed below on an In-patient or Out-patient basis include:

1. [expenses charged for performing a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure. [However, the Company will pay up to [50%-500%] of the benefit for a surgical procedure when more than one surgical procedure through different operating fields is performed during the same surgical session;]
2. expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure.]

3. expenses charged for treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center.]
4. [any braces, splints or other devices required after surgery to ensure proper healing.]
5. [expenses charged for the use of the Physician's surgical facilities.]
6. [expenses charged by a Physician for a second surgical opinion, or consultation.]
7. [expenses charged by a Physician for anesthesia and its administration.]
8. [expenses charged by a Physician for other than pre- or post-operative care, second opinion or consultation for in-Hospital visits; and office visits.]

[Registered Nurse Expense for Private Nursing Care

expenses incurred for treatment performed by a registered nurse for private nursing care while the [Insured Person] [Insured Student] is confined to a Hospital. Private nursing care must be ordered by a Physician and be Medically Necessary. General nursing care provided by the hospital is not covered under this Benefit.]

[Outpatient Services

Expenses incurred for the Out-Patient services listed below subject to any maximums or limits as shown in the Schedule of Benefits.

:

[Out-Patient [Day]] Ambulatory Medical Center

expenses incurred for medical or surgical treatment provided in a licensed facility providing ambulatory surgical or medical treatment that is not a Hospital or Physician's office.] . [The Company will also pay Covered Expenses incurred for treatment of a Sickness]].

Emergency Room Treatment

expenses incurred for outpatient emergency room treatment performed in a Hospital, up to the benefit amount shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Miscellaneous Expense. [The Company will also pay Covered Expenses incurred for emergency room treatment of a Sickness]]. [An Insured [Person][Student] must begin receiving services, supplies or treatment within [24-72 hours] from the time of Accident in order for it to be considered a covered Injury]

[Physician Office Visits

expenses incurred for Medically Necessary care rendered in the Physician's office due to a covered Accident [or Sickness].

[Chiropractic Office Visit

expenses incurred for Medically Necessary chiropractic care rendered in the office. Chiropractic care means services and procedures rendered within the scope of the provider's license. [Supplies, supplements are not covered under the Policy unless specifically covered.]

[Out-Patient [X-Ray, CT Scan, MRI and Laboratory Test]

expenses incurred for [X-ray [, except dental X-rays,] CT Scans, MRI's, and laboratory tests,] for treatment of a covered Injury [or Sickness].

[Radiation Therapy [and Chemotherapy]

expenses charged for radiation and chemotherapy, which includes cobalt therapy, X ray therapy or chemotherapy administered to an [Insured Person] [Insured Student] as treatment for cancer. It does not include laboratory and diagnostic tests.]

[Out-Patient Physiotherapy]

expenses incurred for Out-patient Physiotherapy.

Physiotherapy means: [*Any of the following may be included:*(a)acupuncture; (b) microthermy; (c) chiropractic adjustment; (d) manipulation; (e) diathermy; (f) massage therapy; (g) heat treatment; and (h) ultrasonic treatment].

[Out-Patient Nursing Services]

expenses incurred for Out-patient services rendered by a Nurse.]

[Additional Benefits, subject to any maximums or limits as shown in the Schedule of Benefits.

[Ambulance Services]

expenses incurred for [ground or air; ground] ambulance service to transport [the Insured Person] [Insured Student] from the place where the covered Injury [or] [Sickness] occurred. [The Company will pay Covered Expenses incurred for [ground or air] ambulance transportation from the nearest medical facility to another appropriate medical facility, if a Physician specifies in writing that specialized care not available in the first facility to which [the Insured Person] [Insured Student] was transported is necessary to treat the Injury [or Sickness.] [This benefit is not payable if the Medical Evacuation Benefit is paid.for the same Injury [or Sickness].]

[Medical Equipment Rental]

expenses incurred for rental or, if less, purchase of:

1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for [the Insured Person] [Insured Student] and that can only be used by [the Insured Person] [Insured Student]. Permanent or temporary therapeutic value is solely determined by the Company. Examples of items that are not covered include, but are not limited to: computers, motor vehicles and modifications thereof, ramps and installation costs, [eyeglasses and hearing aids].

[Dental Services]

expenses incurred for dental treatment, including

X-rays, for a covered Injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. for which pulpal tissues are healthy and intact; and

3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include examinations, x-rays, restorative treatment, endodontics, oral surgery or initial braces required for treatment of a covered Injury and treatment of gingivitis resulting from trauma.

Covered Expenses must be incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, the Company will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.]

[Dental Expense for Removal of Wisdom Teeth

expenses incurred for removal of impacted wisdom teeth. Covered Expenses include examinations, x-rays, oral surgery, and anesthesia.]

[Medical Services and Supply

expenses incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gases.

[The Company does not pay for storage of blood for any reason.]]

[Out-Patient Prescription Drugs

expenses incurred for drugs that: (a) can only be obtained through a Physician's written prescription; and (b) are approved for such prescription use by the Federal Drug Administration (FDA), including contraceptive drugs and devices. The Company will also pay expenses incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. [The Covered Expense for a prescription drug is limited to the cost of a generic drug unless: (1) substitution of a generic drug is prohibited by law; or (2) no generic drug is available; or (3) [the Insured Person's] [Insured Student's] Physician specifically requests that a non-generic drug be dispensed to [the Insured Person] [Insured Student]]

[[Eyeglasses][Contact Lens]

expenses incurred for eyeglasses and contact lenses [or hearing aids] [artificial dental devices] [when purchase and fitting is necessary to treat a covered Injury [or Sickness] and/or repair or replacement, when damaged in a covered Injury [or Sickness] or repair or replacement, for which [the Insured Person] [Insured Student] has incurred other Covered Expenses].

[[Artificial Eyes and Larynx]

expenses incurred for [initial] [artificial[eyes][and larynx]], including fitting to treat a covered Injury [or Sickness.] [The Company does not pay for repair or replacement of [[eyes] [or larynx].]

[Home Health Care

expenses incurred for care and treatment rendered to an [the Insured Person] [Insured Student] by a Home Health Agency, for the maximum number of visits, as shown in the *Schedule of Benefits*, for:

1. part-time nursing care by or supervised by a registered graduate nurse;
2. part-time Home Health aide service which consists of caring for the patient;
3. physical, speech and occupational therapies when indicated in conjunction with [the Insured Person's] [Insured Student's] discharge placement through a rehabilitation facility approved by the attending Physician and by the Company;
4. nutritional counseling;
5. medical social services by a qualified social worker licensed by the jurisdiction in which services are rendered.

Home Health care services must be required by a Physician, preceded by a minimum hospital stay and must begin within the specified number of consecutive days of discharge from a Hospital or extended care or rehabilitation facility. The minimum Hospital stay and the number of days of confinement within which Home Health Care must begin are shown in the *Schedule of Benefits.*]

[Rehabilitation Facility

expenses incurred for physical and occupational rehabilitation provided to [the Insured Person] [Insured Student]. Treatment must be rendered by a Physician or provided at a Physician's direction, at a rehabilitation facility.]

[Extended Care Facility

expenses incurred by [the Insured Person] [Insured Student] for treatment of a covered Injury [or Sickness] in an extended care facility. Confinement in such facility must:

1. be preceded by a minimum hospital stay required by a Physician; and
2. begin within the number of consecutive days of a minimum hospital stay, as specified in the *Schedule of Benefits*; and
3. include treatment for which a Physician visits [the Insured Person] [Insured Student] at least once every 30 days.]

[Skilled Nursing Facility

If an [Insured Person][Insured Student] requires continuing treatment in a Skilled Nursing Facility following hospitalization, the Company will pay the Covered Expenses incurred by the [Insured Person][Insured Student] for treatment in such Skilled Nursing Facility.

The services must be Medically Necessary as a continuation of treatment for the condition for which the [Insured Person][Insured Student] was previously hospitalized. The [Insured Person][Insured Student] must be admitted to the Skilled Nursing Facility [within 24 hours of discharge] following a Medically Necessary In-patient Hospital stay.

Definition:

Skilled Nursing Facility means a facility that is primarily engaged in providing inpatient skilled nursing care and related services to patients requiring convalescent and rehabilitative care. The facility must:

- (a) be directed by a duly licensed Physician;
- (b) provide continuous 24 hour a day nursing service by or under the supervision of a registered Nurse (RN);
- (c) maintain a daily medical record of each patient;
- (d) be operated pursuant to law and appropriately licensed or certified;
- (e) be certified by the Medicare program.

Such facility must not include any home, facility or part thereof, used primarily:

- (a) for rest or treatment of tuberculosis;
- (b) for the aged, or for the care of drug addiction;
- (c) for the care and treatment of mental diseases or disorders, or custodial or educational care.]

[Injections

that are administered in a Physician's office and charged on the Physician's statement.]

[Elective Abortion

expenses incurred if, as result of a pregnancy having its inception while this Policy is in force, if an [Insured Person] [Insured Student] has a voluntary abortion.]

[Routine Physical Exam

expenses incurred for an [annual] routine physical exam or gynecological exam each Policy Year.

[Expenses are not subject to the Deductible]]

[[Pelvic][Cervical Screening]

expenses incurred for an annual pelvic examination and pap smear for any non-symptomatic female [Insured Person] [Insured Student].

All examinations and laboratory tests must be performed in accordance with the current guidelines established by the American Cancer Society.

[Expenses are not subject to the Deductible]]

[Bone Mass Measurement

expenses incurred for the diagnosis and evaluation of osteoporosis or low bone mass for Qualified [Insured Person][Insured Student].

Benefits will be paid for one bone mass measurement every 23 months. Benefits will be paid more frequently when Medically Necessary. Conditions that may be considered Medically Necessary include, but are not limited to:

- (1) Monitoring beneficiaries on long-term glucocorticoid therapy of more than three months.
- (2) Allowing for a central bone mass measurement to determine the effectiveness of adding an additional treatment regimen for a qualified individual who is proven to have low bone mass so long as the bone mass measurement is performed 12 to 18 months from the start date of the additional regimen.

Bone mass measurement means a scientifically proven radiologic, radioisotopic, or other procedure performed on a qualified individual to identify bone mass or detect bone for the purpose of initiating or modifying treatment.

Qualified [Insured Person] [Insured Student] means any one or more of the following:

- 1) An [Insured Person] [Insured Student] who is estrogen-deficient and at clinical risk of osteoporosis or low bone mass.
- 2) An [Insured Person] [Insured Student] with radiographic osteopenia anywhere in the skeleton.
- 3) An [Insured Person] [Insured Student] who is receiving long-term glucocorticoid (steroid) therapy.
- 4) An [Insured Person] [Insured Student] with primary hyperparathyroidism.
- 5) An [Insured Person] [Insured Student] who is being monitored to assess the response to or efficacy of commonly accepted osteoporosis drug therapies.
- 6) An [Insured Person] [Insured Student] who has a history of low-trauma fractures.
- 7) An [Insured Person] [Insured Student] with other conditions or on medical therapies known to cause osteoporosis or low bone mass.]]

[Allergy Treatment Expense Benefits

expenses incurred, up to the maximum shown in the Schedule of Benefits for the treatment of allergies.]

[Immunization

expenses incurred by a [Insured Person][Insured Student] for [Immunizations] [Vaccinations,][FluShot,][Gardasil,][when required by the {college/university/school} to enroll,].

[Expenses are not subject to the Deductible]]

[Bedside Visit Benefit

The Company will pay, upon receipt of proof that the [Insured Person][Insured Student] has incurred expenses for [one] economy round-trip [airfare] ticket to, [and the hotel accommodations in,] the place of the In-patient Hospital Confinement for [1] [parent][member of the [Insured Person's][Insured Student's] Immediate Family] to join the [Insured Person][Insured Student].

[The Company will pay Benefits subject to the following conditions:

- (a) [Insured Person][Insured Student] is Hospital confined for at least [5] days;]
- (b) [Prior approval of the claims administrator of this Policy;]
- (c) [In-patient Hospital Confinement must occur at least [25 -500] miles away from the [Insured Person][Insured Student]'s primary place of residence.]]

[Medical Evacuation Benefit

The Company will pay the Benefit Amount, shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the [Insured Person] [Insured Student] [or Insured Dependent] suffers a covered Injury [or] [Sickness] that warrants his Emergency Evacuation while he or she is outside a [100 mile] radius from his current place of primary residence,, [including while on an approved Study Abroad program in a Foreign Country] The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred for all Emergency Evacuations due to the same Accident [or Sickness] from the same or related causes]].

The Physician ordering the Emergency Evacuation must certify that the severity of the [Insured Person's] [Insured Student's] [or] [Insured Dependent's] covered Injury [or] [Sickness] warrants his Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.] All transportation arrangements must be made and approved by [the Company.]

[This Benefit will not be payable if the Ambulance Benefit has been paid for the same Injury {or Sickness}.]

Definitions For purposes of this coverage:

Covered Emergency Evacuation Expense(s) - means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.]; or] [4. Usual and Customary Expenses]

[Emergency Evacuation - means, if warranted by the severity of the [Insured Person's]] [Insured Student's] [Insured Student's] [or Insured Dependent's] Covered [or Sickness]: (1) the [Insured Person's] [Insured Student's]] [or Insured Dependent's] immediate transportation from the place where he or she suffers an Covered Accident [or Sickness] to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; (2) the [Insured Person's] [Insured Student's]] [or Insured Dependent's] transportation to his current place of primary residence to obtain further medical treatment in a hospital or other medical facility or to recover after suffering a Covered Accident [or Sickness] and being treated at a local Hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such transportation.]]

[Repatriation Benefits

The Company will pay the Benefit Amount, shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if an [Insured Person] [Insured Student] [or Insured Dependent] suffers loss of life due to covered Injury [or Sickness] while outside a [100 mile] radius from his current place of primary residence, [or while on an approved Study Abroad program in a Foreign Country] the Company will pay for covered expenses reasonably incurred to return his body to his current place of primary residence.

Covered expenses include expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical conveyance and route possible.]; or] [4. Usual and Customary Expenses]

[The Company] must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact [the Company] in advance.]

[MANDATED BENEFITS

[Breast Reconstruction after Mastectomy Benefit

If an [Insured Person][Insured Student] who is receiving benefits under the Policy in connection with a mastectomy elects breast reconstruction in connection with such mastectomy, Covered Expenses include those incurred for:

- (a) reconstruction of the breast on which the Mastectomy has been performed;
- (b) surgery and reconstruction of the nondiseased breast To Restore and Achieve Symmetry;
- (c) Prosthetic Devices and treatment of physical complications for all stages of a Mastectomy, including lymphedemas (swelling associated with the removal of lymph nodes); and
- (d) hospitalization, for a length of stay as determined by the attending Physician in consultation with the [Insured Person][Insured Student], and consistent with sound clinical principles and processes

Definitions

Coverage for Prosthetic Devices or Reconstructive Surgery means any initial and subsequent reconstructive surgeries or Prosthetic Devices, and follow-up care deemed necessary by the attending Physician.

Prosthetic Devices means the provision of initial and subsequent devices pursuant to an order of the patient's Physician.

Mastectomy means the removal of all or part of the breast for Medically Necessary reasons, as determined by a licensed Physician.

To Restore and Achieve Symmetry means that, in addition to coverage for Prosthetic Devices or Reconstructive Surgery for the diseased breast on which the Mastectomy was performed, Prosthetic Devices and reconstructive surgery for the healthy breast is also covered if, in the opinion of the attending Physician, this surgery is necessary to achieve normal symmetrical appearance.]

[Children's Preventative Health Care Benefit

Expenses incurred for one visit for children's preventative health care services for a Insured Dependent at each of the following age intervals:

- (A) Birth;
- (B) 2 weeks;
- (C) 2 months;
- (D) 4 months;
- (E) 6 months;
- (F) 9 months;
- (G) Twelve months;
- (H) Fifteen months;

- (I) Eighteen months;
- (J) 2 years;
- (K) 3 years;
- (L) 4 years;
- (M) 5 years;
- (N) 6 years;
- (O) 8 years;
- (P) 10 years;
- (Q) Twelve years;
- (R) Fourteen years;
- (S) Sixteen years; and
- (T) Eighteen years.

Benefits are limited to one Physician (provider) per visit for all services rendered.

Benefits for recommended immunization services are exempt from any copayment, coinsurance, deductible, or dollar limit provisions in the policy. All other children's preventive health care services will be paid as any other Sickness.

Definitions:

Children's preventive health care services means physician-delivered or physician-supervised services for eligible Dependents from birth through eighteen (18) years of age, with periodic preventive care visits, including medical history, physical examination, developmental assessment, anticipatory guidance, and appropriate immunizations and laboratory tests, in keeping with prevailing medical standards.

Periodic preventive care visits means the routine tests and procedures for the purpose of detection of abnormalities or malfunctions of bodily systems and parts according to accepted medical practice.]]

[Colorectal Exam Benefit

expenses incurred for an annual colorectal examination for any non-symptomatic [Insured Person] [Insured Student].

All examinations and laboratory tests must be performed in accordance with the current guidelines established by the American Cancer Society.

[Expenses are not subject to the Deductible]]

[Dental Anesthesia Benefit

Expenses incurred for the administration of general anesthesia and Hospital and licensed ambulatory surgical facility charges for dental care provided to an [Insured Person] [Insured Student] in such Hospital or ambulatory surgical facility if:

- (a) The Physician treating the [Insured Person] [Insured Student] certifies that because of the patient's age or condition or problem, hospitalization or general anesthesia is required in order to safely and effectively perform the procedure; and

- (b) The patient:
- (1) is a child under the age of seven who is determined by 2 dentists licensed under Arkansas law to require without delay necessary dental treatment in a hospital or ambulatory surgical center for significantly complex dental condition; or
 - (2) a person with a diagnoses serious mental or physical condition; or
 - (3) a person with a significant behavioral problem as determined by the covered person's physician as licensed under the Arkansas Medical Practice Act.

Treatment may be provided by a dentist in either a Hospital or licensed ambulatory surgical facility.]

[Diabetes Self-management/Supplies Benefit

The Company will pay the Covered Expenses incurred for Physician prescribed Medically Necessary equipment, supplies and self-management training used in the management and treatment of Diabetes.

Definition:

Diabetes means an [Insured Person][Insured Student] with gestational, type I or type II diabetes.]

[Infertility Expense Benefit

The Company will pay the Covered Expenses incurred for the diagnosis and treatment of infertility including, but not limited to: in vitro fertilization, uterine embryo lavage, embryo transfer, artificial insemination, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, and low tubal ovum transfer. Cryopreservation, the procedure whereby embryos are frozen for late implantation, shall be included as an in vitro fertilization procedure.

Benefits, for the above procedures will only be paid regardless of the Experimental or Investigational nature of such procedures. We cover such expenses the same way We treat Covered Expenses for any other Sickness subject to the following conditions:

- (1) The patient is the [Insured Person] [Insured Student] or the spouse of the [Insured Person] [Insured Student] and a Insured Dependent under the Policy, and
- (2) The patient's oocytes are fertilized with the sperm if the patient's spouse, and
- (3) (a) The patient and the patient's spouse have a history of unexplained infertility of at least 2 years' duration; or (b) The infertility is associated with one or more of the following medical conditions: endometriosis;, exposure to Diethylstilbestrol, commonly known as DES; blockage of or a removal of one or both fallopian tubes (lateral or bilateralsalpingectomy) not a result of voluntary sterilization, or abnormal male factors contributing to the infertility, and
- (4) The in vitro fertilization procedures are performed at a medical facility, licensed or certified by the Arkansas Department of Health, those performed at a facility certified by the Arkansas Department of Health which conform to the American College of Obstetricians and

Gynecologists' guidelines for in vitro fertilization clinics, or those performed at a facility certified by the Arkansas Department of Health which meet the American Fertility Society's minimal standards for programs of in vitro fertilization, and

- (5) The patient has been unable to obtain successful pregnancy through less costly applicable infertility treatment for which coverage is available under the policy.]

[Loss/Impairment Of Speech/Hearing Benefit

The Company will pay the Covered Expenses incurred for the Medically Necessary care and treatment of the Loss or Impairment of Speech or Hearing.

We cover such charges the same way We treat Covered Charges for any other Sickness.

Definition

Loss or Impairment of Speech or Hearing means those communicative disorders generally treated by a speech pathologist, audiologist or speech language pathologist licensed by the state board of healing arts or certified by the American Speech-Language and Hearing Association (ASHA) or both and which fall within the scope of his or her license or certification.]

[Maternity & Newborn Benefit

expenses incurred for Inpatient care for mother and newborn in a Hospital for:

- 1) forty-eight (48) hours following a normal vaginal delivery; or
- 2) ninety-six (96) hours following a caesarean delivery.

The Company will also pay Covered Expenses incurred for newborn testing for hypothyroidism, phenylketonuria, galactosemia, sickle-cell anemia, and all other disorders of metabolism for which screening is routinely performed, as well as any testing of newborn infants hereafter mandated by law.]

[Medical/Low Protein Foods Benefit

The Company will pay the Covered Expenses incurred for amino acid modified preparations, low protein modified food products, and any other special dietary products and formulas prescribed under the direction of a physician for the therapeutic treatment of phenylketonuria, galactosemia, organic acidemias, and disorders of amino acid metabolism, that are part of a diet prescribed by a licensed Physician and managed by a health care professional in consultation with a Physician who specializes in the treatment of metabolic disease. Such coverage is provided if the diet is deemed Medically Necessary to avoid the development of serious physical or mental disabilities or to promote normal development for function as a consequence of phenylketonuria, galactosemia, organic acidemias, and disorders of amino acid metabolism

Definitions

Formula

This term means an enteral product or enteral products for use at home that are prescribed by a Physician or nurse practitioner, or ordered by a registered dietician upon referral by a health care provider authorized to prescribe dietary treatments, as Medically Necessary for the treatment of phenylketonuria, galactosemia, organic acidemias, and disorders of amino acid metabolism.

Coverage is not required except to the extent that the cost of necessary Formulas and Special Food Products exceeds the cost of a normal diet.

Special Food Products

This term means a food product that is both of the following:

- (a) prescribed by a Physician or nurse practitioner for the treatment of phenylketonuria, galactosemia, organic acidemias, and disorders of amino acid metabolism, and is consistent with the recommendations and best practices of qualified health professionals with expertise and experience in the treatment and care of such conditions or disorders. It does not include a food that is naturally low in protein, but may include a food product that is specially formulated to have less than one gram of protein per serving; and
- (b) used in place of normal food products, such as grocery store foods, used by the general population.]

**[Prosthetic Appliance and
[Orthotic] Device Benefit**

The Company will pay the Covered Expenses incurred for [initial] prosthetic appliance [and orthotic device], including fitting. [The Company does not pay for repair or replacement of prosthetic appliances.]

**[Prostate-Specific Antigen Test
Expense Benefit**

If an [Insured Person][Insured Student] requires a Prostate-Specific Antigen test, the Company will pay the Covered Expenses incurred for one annual digital rectal examination and a Prostate-Specific Antigen Test, for male insureds upon the recommendation of a Physician licensed to practice medicine in all its branches for:

1. Asymptomatic men age 50 and over;
2. African-American men age 40 and over; and
3. Men age 40 and over with a family history of prostate cancer.

[Expenses are not subject to the Deductible]

[MANDATED OFFERS

**[[Chemical Dependency][Alcohol]
[Drug Abuse] Benefit**

The Company will pay the Covered Expenses incurred, up to the maximum shown in the Schedule of Benefits, if an [Insured Person] [Insured Student] requires [inpatient] [or] [Outpatient] treatment for alcoholism, alcohol abuse, and substance abuse or substance dependency.]

[Hearing Aid Benefit

The Company will pay the Covered Expenses incurred, for hearing aids when purchased and fitted by a professional licensed by the state to dispense a hearing aid or hearing instrument to treat a covered Injury [or Sickness].

We will cover one Hearing aid per ear every 3 years up to the maximum amount shown in the Schedule of Benefits.

No Deductible, Coinsurance [or Co-pay] will apply.

Hearing aid means an instrument or device, including repair and replacement parts, that:

(A) Is designed and offered for the purpose of aiding persons with or compensating for impaired hearing;

(B) Is worn in or on the body; and

(C) Is generally not useful to a person in the absence of a hearing impairment

[Hospice Care Benefit

If an [Insured Person][Insured Student] is Terminally Ill and requires a coordinated plan of home and inpatient care, the Company will cover charges for hospice services furnished to the [Insured Person] [Insured Student] on the same basis as any other Sickness. The services must be under active management through a licensed hospice and approved by Us.

Covered services will include:

- (a) part-time intermittent home nursing care by or under the direction of a graduate Registered Nurse;
- (b) medical supplies, equipment, and medication required to maintain the comfort and manage the pain of the Terminally Ill Insured Person.
- (c) counseling, including dietary counseling, for the Terminally Ill Insured Person;
- (d) Family Counseling for the immediate Family Members and the family caregiver before the death of the Terminally Ill Insured Person;
- (e) Bereavement Counseling for the immediate Family Members or family caregiver of the [Insured Person][Insured Student] for at least the 6 month period following the Insured Person's death or 15 visits, whichever occurs first.

Definitions

Terminally Ill means a medical prognosis given by a Physician that the [Insured Person's][Insured Student's] life expectancy is six months or less.

Bereavement Counseling means counseling provided to the immediate Family Members or family caregiver of the insured after the [Insured Person's][Insured Student's] death to help the immediate Family Members or family caregiver cope with the death of the Insured Person.

Family Counseling means counseling given to the immediate Family Members or family caregiver of the Terminally Ill [Insured Person][Insured Student] for the purpose of learning to care for the Insured Person and to adjust to the death of the Insured Person.]

[Mammography

expenses incurred for mammographic exams.

Benefits will be paid for mammographic exam as follows:

- (a) One baseline Mammogram for a woman 35 through 39 years of age;
- (b) One Mammogram every 24 months for a woman forty through 49 years of age, inclusive, or more frequently upon recommendation of a Physician;
- (c) One Mammogram every 12 months for a woman 50 years of age or older;
- (d) A Mammogram for any woman, upon the recommendation of a Physician, where such woman, her mother or her sister has a prior history of breast cancer.

[Expenses are not subject to the Deductible]

For purposes of this benefit:

Mammogram

means an X-ray examination of the breast using dedicated equipment, including X-ray tube, filter, compression device, screens, films and cassettes specifically for mammography that delivers an average radiation exposure of less than one rad mid-breast with two views for each breast. The term includes the professional interpretation of the film.]

[Mental and Nervous Disorders

The Company will pay the Covered Expenses incurred If an [Insured Person] [Insured Student] requires treatment for Severe Mental Illness, We will pay for such treatment of a person of any age and for Serious Emotional Disturbances of a Child under the same terms and conditions applied to other medical conditions.

The benefits shall include to following:

- (a) outpatient services;
- (b) inpatient Hospital services;
- (c) partial Hospital services; and
- (d) prescription drugs, if the Policy includes prescription drug coverage.

We cover such charges the same way We treat Covered Charges for any other Sickness.

Definitions

Severe Mental Illness shall include: Schizophrenia; Schizoaffective disorder; Bipolar disorder (manic-depressive illness); Major depressive disorders; Panic disorder; Obsessive-compulsive disorder; Pervasive developmental disorder or autism; Anorexia nervosa; and Bulimia nervosa.

Serious Emotional Disturbances of a Child means a child who: (1) has one or more mental disorders as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, that result in behavior inappropriate to the child's age according to expected developmental norms; and (2) meets the criteria of applicable state law.]

[TMJ Disorders

The Company will pay the Covered Expense incurred for surgical [and non-surgical treatment], up to the benefit limit shown in the Schedule of Benefits for the Medically Necessary treatment of a temporomandibular joint and/or craniomandibular disorder.]

[MANDATED CONDITIONAL BENEFITS

[Off-Label Drug Expense Benefit

The Company will pay the Benefit Amount, shown in the *Schedule of Benefits*, for for the Covered Expenses incurred for any Medically Necessary drug, including its administration, prescribed for the treatment of covered chronic, disabling or life-threatening illnesses. Benefits will not be denied based on a Medically Necessary requirement except for reasons that are unrelated to the legal status of the drug use.

The drug must be:

- (a) approved by the U.S. Food and Drug Administration for at least one Indication; and

(b) recognized for treatment of the Indication for which the drug is prescribed in a prescription drug reference compendium approved by the commissioner of insurance or substantially accepted peer-reviewed medical literature.

We will not pay for:

(a) experimental drugs not otherwise approved for any Indication by the U.S. Food and Drug Administration;

(b) any disease or condition that is excluded from coverage under the Policy;
or

(c) a drug the U.S. Food and Drug Administration has determined to be Contraindicated for treatment of the current Indication.

Definitions

Contraindicated means the potential for, or the occurrence of, an undesirable alteration of the therapeutic effect of a prescribed drug prescription because of the presence, in the patient for whom it is prescribed, of a disease condition, or the potential for, or the occurrence of, a clinically significant adverse effect of the drug on the patient's disease condition.

Indication means any symptom, cause, or occurrence in a disease that points out the cause, diagnosis, course of treatment, or prognosis of the disease.]

[LIMITATIONS AND] EXCLUDED EXPENSES

Each of the following Limitations and Excluded Expenses will be included, or will be deleted at the option of the Policyholder and numbers of the Excluded Expenses will be adjusted accordingly.

[Pre existing condition

Benefits [will not be paid][will be paid up to [\$500]] for any expenses incurred for treatment of an [Insured Person's][Insured Student's] Pre-Existing Condition until he has been insured under this Policy;

1. if he enrolled for coverage within [30] days after he first became an Eligible Person, a continuous period of [12] months; or
2. if he enrolled for coverage more than [31] days after he first became an Eligible Person, a continuous period of [18] months.

[Any period during which benefits are not payable for a Pre-Existing Condition will be reduced by the number of months during which the [Insured Person][Insured Student] was insured by another similar health care plan under which coverage ended not more than 63 days before he became insured under this Policy. The [Insured Person][Insured Student] must provide proof of continuous coverage under a prior health icare plan with benefits similar to this Policy.]]

Medical Expense Benefits Maximum [Lifetime] Benefits

[In no event will the Company's total payments for the [Insured Person] [Insured Student] or [Insured Dependent] [list all benefits included in case] exceed the Maximum Benefit Amount for the Accident [and Sickness] Covered Expenses shown in the *Schedule of Benefits.*]

This Policy does not cover any losses caused by, contributed or resulting from, in whole or part, the following:

1. [Services normally provided without charge by the Policyholder's student health service center, infirmary, or Hospital, or by health care providers employed by the Policyholder;]
2. [Preventative medicines, serums, immunizations, or vaccines;]
3. [Speech therapy treatment;]
4. [Private duty nursing or skilled nursing services;]
5. [Home health care services;]
6. [Care and/or treatment in Skilled Nursing Facility;]
7. [Organ transplants;]
8. [Hospice services;]
9. [Pre-existing Conditions as defined in this Policy.]
10. [Nonprescription drugs or medicines;]
11. [Injury sustained [or Sickness contracted] while in service of the Armed Forces of any country, except as specifically provided. Upon the [Insured Person][Insured Student] entering the Armed Forces of any country, We will refund the unearned pro-rata premium to such[Insured Person][Insured Student];]

12. [Sickness, Accident, treatment or medical condition arising out of the play or practice of or traveling in conjunction with [intercollegiate sports], [intercollegiate club sports], [and professional sports];]
13. [Injury resulting from motor vehicle accident to the extent that benefits are payable under any automobile medical expense insurance or automobile no-fault plans;]
14. [Cosmetic surgery and procedures, except as the result of covered Injury occurring while this Policy is in force as to the [Insured Person][Insured Student]. This exclusion shall also not apply to cosmetic surgery which is reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved body part, and reconstructive surgery because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect;]
15. [Illness, Accident, treatment or medical condition arising out of hang-gliding, skydiving, glider flying, parasailing, sail planing, bungee jumping, racing or speed contests, skin diving, parachuting or bungi-cord jumping;]
16. [Expenses incurred for travel to a Foreign Country, for the purpose of seeking medical care or treatment, [except for emergency treatment of an Injury [or Sickness];.]
17. [Injury [or Sickness] for which benefits are paid under any Workers' Compensation or Occupational Disease Law;]
18. [Services incurred prior to the [Insured Person's][Insured Student's] Effective Date or during an In-patient Hospital Confinement in one or more facilities which began prior to the [Insured Person's][Insured Student's] Effective Date;]
19. [Expense incurred as the result of dental treatment, except as specifically provided in this Policy. [This exclusion does not apply to treatment resulting from Injury to natural teeth [repair or replacement of existing [dentures] [partial dentures][bridgework] [braces];]
20. [Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain;]
21. [Expense incurred after the date insurance terminates for an [Insured Person][Insured Student] except as may be specifically provided in the Extension of Benefits Provision, when applicable;]
22. [Medical services that are not Medically Necessary or that do not conform with medical standards of practice within the community. Also services and supplies in connection with Experimental or Investigational Care for the terminally ill;]
23. [Injury [or Sickness] resulting from declared or undeclared war; or any act thereof;]
24. [Charges for treatment of any Injury [or Sickness] due to an [Insured Person's][Insured Student's] commission of, or attempt to commit a felony, or a crime which would be considered a felony if prosecuted;]
25. [Injury due to participation in a riot;]
26. [Charges for which [Insured Person][Insured Student] have no legal obligation to pay in absence of this or like coverage;]
27. [Services or supplies rendered by an Immediate Family Member of the [Insured Person][Insured Student]. ;]
28. [Personal hygiene/convenience items; telephone consultations, missed appointments, photocopies or medical records, or completion of claim forms; expenses incurred for custodial care or services not needed to diagnose or treat an Injury or Sickness, including but not limited to services related to the activities of daily living;]

29. [For services, supplies or treatment, including any period of In-Patient Hospital Confinement, which were not recommended, approved and certified as necessary and reasonable by a Physician; or expenses non-medical in nature;]
30. [Expenses incurred in connection with foot care only to improve comfort or appearance such as care for weak, strained or flat feet; subluxation; corns; calluses; bunions, except open cutting operations; routine care of toenails, except for the removal of the nail root and necessary services in treatment of metabolic or peripheral-vascular disease; treatment of the instability and imbalance of the feet; and any tarsalgia, metatarsalgia. Expenses incurred for the care and treatment of Injury, infection, or disease are not excluded;]
31. [Screening examinations, including X-ray examinations made without film;]
32. [Expenses incurred in connection with family planning, the enhancement of fertility, fertility tests, correction of infertility, in-vitro fertilization, artificial insemination, and services or supplies for inducing conception;]
33. [Expenses incurred in connection with a voluntary sterilization procedure or any sterilization reversal process;]
34. [Inpatient charges for physical therapy or diagnostic services if physical therapy and diagnostic services are available on an Outpatient basis;]
35. [Physical therapy unless recommended by the Student Health Center;]
36. [Treatment of obesity, including any care which is primarily dieting or exercise for weight , except for surgical treatment of morbid obesity;]
37. [Expenses incurred for transsexual surgery or any treatment leading to or in connection with transsexual surgery;]
38. [Marriage, family, and group counseling;]
39. [Services or supplies primarily for educational, vocational or training purposes, except the initial visit to diagnose and determine if a medical condition is causing a learning disability;]
40. [Expense incurred for eye examinations or prescriptions, eyeglasses, and contact lenses (except for sclera shells which are intended for use of corneal bandages), eye refractions, vision therapy, multiphasic testing, or lasix or other vision procedures except as required for repair caused by a Injury;]
41. [Well baby care, including routine exams and immunizations;]
42. [Routine periodical physical examinations [and routine chest x-rays];]
43. [Expenses incurred for allergy testing [and allergy treatment];]
44. [Treatment provided in a governmental Hospital unless there is a legal obligation to pay such charges in the absence of insurance;]
45. [Blood plasma, except charges by a Hospital for the processing or administration of blood;]
46. [Expenses for any service or supply not specified in this Policy as a covered service;]
47. [An amount of a charge in excess of the Usual and Customary Charge;]
48. [Elective treatment or elective surgery;]
49. [Services not Medically Necessary;]
50. [Oral contraceptives and other forms of contraception used for contraceptive purposes only;]

51. [Expenses for emergency room treatment for an Injury [or Sickness] not a Medical Emergency as defined in this Policy, including emergency "follow-up" visits;]
52. [Accident occurring in consequence of riding as a passenger or otherwise in any vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a scheduled airline maintaining regular published schedules on a regularly established route;]
53. [Treatment of Mental or Nervous Disorders;]
54. [Treatment of alcohol and substance abuse ;]
55. [For international students, expenses incurred within the [Insured Person's][Insured Student's] Home Country or country of regular domicile;]
56. [[In Missouri - suicide, attempted suicide, or intentionally self-inflicted injury only while sane;] [Suicide, attempted suicide, or intentionally self-inflicted injury [while sane, or insane [except in Missouri;]]]
57. [Injuries incurred by the [Insured Person][Insured Student] while intoxicated or under the influence of any drug unless taken as prescribed by a Physician;]
58. [Expense incurred for: [tubal ligation;][vasectomy;] breast implants; breast reduction; sexual reassignment surgery; impotence (organic or otherwise); non-cystic acne; non-prescription birth control; submucous resection and/or other surgical correction for deviated nasal septum, other than for required treatment of acute purulent sinusitis; circumcision; gynecomastia; hirsutism;]
59. [Voluntary or elective abortion; [pregnancy of a dependent child];]
60. [Expense incurred for any service, treatment or supply for the diagnosis or treatment of sexual dysfunction (including erectile dysfunction). This includes, but is not limited to, drugs [except as noted], laboratory and x-ray tests, counseling, transsexual procedures or penile prostheses necessary due to any medical condition or organic disease. A penile prosthesis will be eligible for payment only after prostate surgery; [Physician-prescribed Viagra will be limited to six (6) tablets per month];]
61. [Illegal drugs;]
62. [Medicines not taken in the dosage or for the purpose prescribed by the [Insured Person's][Insured Student's] Physician;]
63. [Expense incurred for: topical acne treatments, moles, non-malignant warts or lesions, fertility medication; legend vitamins or food supplements; smoking deterrents; immunization agents; biological sera; drugs to promote or stimulate hair growth; experimental drugs; drugs dispensed in a rest home or Hospital, except as provided under the In-patient Hospital Expense Benefit;]
64. [Expenses incurred for any experimental drug or drug combination which the Federal Food and Drug Administration (FDA) has not approved for any indication, or for any drug which the FDA has determined to be contraindicated for a particular condition;]
65. [Testing, treatment, or services for any condition in the absence of [Sickness or] Injury;]
66. [Expenses incurred for replacement braces [and appliances, except for repair or replacement that is required by a changed condition due to [Sickness or] Injury[Orthopedic appliances used mainly to protect an injury so that the [Insured Person][Insured Student]can take part in {interscholastic, intercollegiate and club sports}];]
67. [Spinal manipulation, including adjustment and other chiropractic-type services;]
68. [Alternative health care, including (but not limited to) acupuncture, except as specifically provided, acupressure, biofeedback, reflexology, and rolfing type services;]

69. [Expenses incurred for services or supplies for the diagnosis and treatment of sleep disorders, including but not limited to apnea monitoring and sleep studies;]
70. [Hearing aids, including exams for fitting, except as required to correct damage caused by an Injury which occurs while the patient is covered by this Policy, provided they are obtained within four months of the date of the Injury;]
71. [Services, supplies and facility that are provided mainly for a rest cure, maintenance or custodial care;]
72. [Expense for hair replacement, wigs or wig maintenance;]
73. [Services that have already been paid by another insurance carrier, even if those services would have otherwise been covered by this Policy;]
74. [Any treatment, service or supply in excess of the any benefit limit specified in this Policy;]
75. [Care, treatment or supplies furnished by a program or agency funded by any government;]
76. [Hospital inpatient admissions primarily for diagnostic studies when bed care is not Medically Necessary;]
77. [Professional services billed by a Physician or Nurse who is an employee of a Hospital or Skilled Nursing Facility, and who is paid by that facility for the service;]
78. [Treatment, services and supplies incurred for Nicotine addiction;]
79. [Patient controlled anesthesia.]
80. [Treatment, services and supplies of developmental delay disorders, behavioral disorders and learning disorders including [Attention Deficit Disorder] [Autism Spectrum Disorders] .]
81. [Hypnosis;]
82. [Maternity care for a Dependent Child;]
83. [Health spa or similar facilities: strengthening programs;]
84. [Treatment of an Injury resulting from or contributed to by [frostbite] [fainting or seizures or][heatstroke or heat exhaustion;]
85. [Chemotherapy;][Radiation; therapy;] [Chronic pain Disorders;]

CLAIM PROVISIONS

Claim Forms

The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the for which claim is made. The notice should include the [Insured Person's] [Insured Student's] name, the [Policyholder's] name and the Policy number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

Notice of Claim

Written notice of claim must be given to the Company within [20-90] days after the occurrence or commencement of the [Insured Person's] [Insured Student's] covered Accident, or [Sickness] or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at [100 Overlook Center, 2nd Floor, Princeton, NJ 08540], with information sufficient to identify the [Insured Person] [Insured Student], is deemed notice to the Company. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.

Payment of Claims

All benefits for loss other than death, will be paid to the [Insured Person][Insured Student]. All or a portion of the benefits, if any, provided by this Policy may be paid directly to the Hospital or person rendering such services as long as there is a valid assignment of benefits. It is not required that the service be rendered by a particular Hospital or person. Death benefits, if any, will be paid to the beneficiary chosen by the [Insured Person] [Insured Student]. This choice must be in writing and filed with Us. If the [Insured person] [Insured Student] has not chosen a beneficiary, or if there is no beneficiary alive when the student dies, We will pay:

- (a) his parents or legal guardian, if a minor;
- (b) otherwise, We will pay his estate.

No benefits will be paid under the Policy to any provider, hospital or clinic if such benefits have been paid to the [Insured Person][Insured Student] prior to Our receiving the claim. Payment of benefits to any provider, hospital or clinic will discharge Us from all liability to the extent of any such payment.

Covered Expenses paid on behalf of an [Insured Person] [Insured Student] will be paid to the human services department when:

- (a) the human services department has paid or is paying benefits on behalf of such person under the State's medicaid program pursuant to Title XIX of the federal Social Security Act, 42 U.S.C. 1396, et seq.;
- (b) payment for the services in question has been made by the human services department to the medicaid provider; or
- (c) We are notified that such person receives benefits under the medicaid program and that benefits must be paid directly to the human services department.

Time of Payment of Claims

Benefits payable under the Policy for any covered loss will be paid as they accrue and as soon as due written Proof of such loss has been received by Us..

Legal Actions

No action at law or in equity will be brought to recover benefits under this Policy less than [60-1095] days after satisfactory proof of has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time Proof of Loss is required to be furnished under this Policy.

Physical Examination

The Company, at its own expense, has the right and opportunity to examine the [Insured Person] [Insured Student] when and as often as the Company may reasonably require while a claim is pending and to make an autopsy in case of death, where it is not prohibited by law].

Proof of Loss

Written Proof of Loss must be furnished to the Company within [90-180] days after the date of the loss. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Right of Recovery

If Our payments exceed the maximum amount payable under any benefit provisions [or riders] of this Policy, we have the right to recover the excess of such payments.

[Subrogation

The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the [Insured Person] [Insured Student] from anyone liable for the loss . If the [Insured Person] [Insured Student] recovers from anyone liable for the loss , the Company will be reimbursed first from such recovery to the extent of the Company's payments to the [Insured Person] [Insured Student]. The [Insured Person] [Insured Student] agrees to assist the Company in preserving it's rights against those responsible for such loss , including but not limited to, signing subrogation forms supplied by the Company.]

ADMINISTRATIVE PROVISIONS

[Cancellation

(Optional, depending on Policy Term)

The Company or the Policyholder may cancel this Policy, [after the first year] [or] [Policy Term], [as of any Premium Due Date] by giving the other party [31; 45; 60 days] advance written or authorized electronic notice. Any premium rate guarantee will not affect the Company's or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation does not affect a claim for a loss when the loss occurs before the cancellation date.]

Grace Period

A grace period of [31-180] days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Policyholder has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Rate Table*, the plan and amounts of insurance in effect for [Insured Persons] [Insured Students] and the premium mode selected, as shown in the *Schedule of Benefits*. The Company will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all [Insured Persons] [Insured Students] [Optional, i.e. Included only when contributory coverage is offered: including any amounts contributed toward the cost of the coverage by [Insured Persons] [Insured Students].] The initial premium is due on the Policy Effective Date [and each succeeding premium is due on the next succeeding premium due date, as shown in the *Schedule of Benefits*.] unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the premium due date of the unpaid premium, except as provided in any applicable Grace Period section.

Premium Rate Changes

The Company may change premium rates at the end of any Policy Term [or any Premium Rate Guarantee Period] with at least [31; 45; 60 days] advance notice mailed to the last known address of the Policyholder. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

[Premium Audit

The Company will have the right to audit books and records of the [Policyholder, Subscriber] at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.]

[Refund of Premium

If an Insured {person}[Student]withdraws from the university within the first {ten (10)} days of the first semester, and has not yet submitted a claim, he or she will receive a full refund of the insurance premium. If an Insured Student withdraws from the university after{ten (10)} days of the first semester, his coverage will remain in effect until the end of the term for which he or she was charged premium. If the Insured [Person][Student] withdraws: (a) other than due to entering any military service; and (b) after the first {ten (10)} days of the semester, no premium refund will be made.

[Those Insured [Persons][Students] withdrawing from school to enter military service will be entitled to a pro-rata refund of premium upon written request at the timeof the withdrawal from school, and coverage will end as of the date of such entry.]

[The Insured [Person][Student] may cancel their coverage with {ten (10)} working days of the Effective Date of coverage by submitting a request for cancellation in writing to the university. Under no circumstances will a cancellation refund be provided if the Insured Person has filed a claim with Us.]]

[Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder, satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid [, but not to any period more than [60 days] prior to the date of reinstatement.]]

GENERAL PROVISIONS

Addition of New Individuals

All individuals added to the Classes of Eligible Person's in the *Schedule of Benefits* are eligible for insurance under this Group Policy.

Certificates/Brochures

Where required by law, the Company will provide a certificate of insurance or summary of coverage brochure for delivery to the [Insured Person] [Insured Student]. Each certificate/brochure will set forth a statement as to the insurance coverage to which the [Insured Person] [Insured Student] is entitled, and to whom the insurance benefits are payable, and a statement as to Insured Dependent's coverage. If eligible Dependents are included in the coverage, the Company need only issue one certificate to each family unit.

Clerical Error

An [Insured Person's] [Insured Student's] coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, the Company will adjust the premium fairly.

Conformity with Statutes

Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Entire Contract; Changes

The Policy, Master Application and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any [Insured Person] [Insured Student] will be considered representations and not warranties. No written statement made by an [Insured Person] [Insured Student] will be used in any contest unless a copy of the statement is furnished to the [Insured Person] [Insured Student] or, in the event of the death or incapacity of the [Insured Person] [Insured Student], to his beneficiary or personal representative.

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

[If an enrollment form for an [Insured Person] [Insured Student] is required, it may also be made a part of this Policy at the Company's option.]

Examination of the Policy

The Policy will be available for inspection at the Policyholder's office during regular business hours.

Incontestability

After a [Insured Person] [Insured Student] has been insured under the Policy for two years during his lifetime, no statement made by the [Insured Person] [Insured Student], [except a fraudulent one,] will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the [Insured Person] [Insured Student] and a copy is given to the Policyholder, the [Insured Person] [Insured Student] or the beneficiary.]

Misstatement of Fact

If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Noncompliance with Policy Requirements

Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any Policy provision will not be a waiver or amendment of that provision.

Records

The Policyholder or its authorized Administrator will maintain the records of the [Insured Person's] [Insured Student's] insurance under this Policy. The Company will be permitted to examine the Policyholder's records relating to the insurance under this Policy at any reasonable time. The Policyholder is acting as an agent of the [Insured Person] [Insured Student] for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Insurance Company.

[Reporting Requirements

The Policyholder or its authorized agent must report all of the following to the Company by the premium due date:

1. The names of all persons insured on the Policy Effective Date;
2. The names of all persons who are insured after the Policy Effective Date;
3. The names of those persons whose insurance has terminated;
4. Additional information required by the Company.]

[The Company may, at the Company's sole discretion, waive reporting of any information specified above.]

Workers' Compensation

This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

[COORDINATION OF BENEFITS]

This section will be used to determine an [Insured Person][Insured Student]'s benefits under this Policy if:

the [Insured Person][Insured Student] is insured for medical expense benefits under this Policy and is also covered for these benefits under other Plans,

and

the benefits that would be paid by this Policy, without this section

PLUS

the benefits that would be paid by the other Plans, without a section similar to this section
WOULD EXCEED ALLOWED EXPENSES as defined below.

DEFINITIONS:

PLAN means a plan which provides benefits or services for, or by reason of, hospital, surgical, medical, or dental care or treatment through:

1. group, blanket or franchise insurance coverage; this does not apply to blanket school accident only coverages;
2. pre-paid plans for:
 - group hospital service;
 - group medical service;
 - group practice;
 - individual practice; and
 - any other such plans for members of a group;
3. any plan provided by:
 - labor management trusts;
 - unions;
 - employer organizations;
 - professional organization; or
 - employee benefit organizations;
4. a government program, or statute, other than a state medical assistance plan that implements Title XIX of the Social Security Act of 1965;
5. any group or group type hospital indemnity of more than \$200.00 per day;
6. Medicare (Title XVIII of the Social Security Act); and
7. any part of a state auto reparation or indemnity act (no fault insurance) with which the state permits coordination.

Plan does not include individual or family policies; individual or family subscriber contracts except as stated. Nor does it include any group or group type hospital indemnity or medical payment benefits customarily included in the traditional automobile contracts.

THIS PLAN means the medical care benefits provided by this Policy.

ALLOWED EXPENSE means an expense which is:

- necessary, reasonable and customary;
- incurred while the person (for whom the claim is made) is insured, or is entitled to benefits after insurance ends, under this Policy; and
- at least partly covered under one of the Plans covering such [Insured Person][Insured Student].

When this Plan does not pay its benefits first, Allowed Expense will not include an expense which is not paid because of the claimant's failure to comply with the cost containment requirements of the Plan which pays its benefits first.

When a Plan provides a benefit as a service rather than a cash payment, the reasonable cash value of the service will be considered to be both an allowed expense and a benefit paid.

EFFECT ON BENEFITS UNDER THIS PLAN

When this section is used, the rules listed below will determine the amount of benefit each Plan will pay. All benefits will be determined on a calendar year basis.

These rules may require this Plan to pay its benefits first. If so, this Plan will pay its full benefits without taking into account other Plan benefits. These rules may require one or more of the other Plans to pay their benefits before this Plan. If so, this Plan will reduce its benefits so that in any calendar year, the sum of all benefits to be paid to a person (by this and all other Plans) equals the allowed expenses for that year. Benefits to be paid under other Plans include benefits that would be paid if proper claim is made for such benefits.

RULES TO DETERMINE WHICH PLAN PAYS FIRST

A Plan, or part of one, that does not have a section similar to this section will pay its benefits before a Plan that has such a section.

In all other cases, the Plan that will pay its benefits first will be:

1. The Plan which covers the [Insured Person][Insured Student] as an employee rather than as a full or part-time student.
Item 1 will not apply unless a similar provision is contained in all Plans. In this case item 2, 3 or 4 will determine which Plan pays first.
2. If 1 does not apply, the Plan which covers the person as a full or part-time student rather than as a dependent.
3. If 1 and 2 do not apply, the Plan which covers the person as a dependent of the parent whose month and date of birth occurs earlier in the year. If the other Plan has a rule based on the gender of the parent, the gender rule will determine the order of benefits. However, a child's parents may be divorced or separated. If so, the Plan to pay its benefits first will be the Plan which covers the child as a dependent of the parent with custody rather than as a dependent of the parent without custody. If the parent with custody remarries:
 - the Plan which covers the child as a dependent of a parent with custody will pay its benefits first;
 - the Plan which covers the child as a dependent of a stepparent will pay its benefits next; and
 - the Plan which covers the child as a dependent of a parent without custody will pay its benefits last.

A court decree may require the parent without custody to be financially responsible for the child's health care. If so, the Plan to pay its benefits first will be the Plan which covers the child as a dependent of the parent with such responsibility rather than as a dependent of any other person.

4. If 1, 2, or 3 do not apply, the Plan which has covered the [Insured Person][Insured Student] for the longer time rather than the shorter time.

If the benefits of this Plan are reduced due to these rules, such reduction will be done in proportion. Any benefits paid by this Plan on a reduced basis will be charged against the benefit limits of this Plan.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

For this section to work, We must exchange information with other Plans. To do so, We may give to, or get from any source all such information necessary. This will be done without the consent of or notice to any person. Any person claiming benefits under this Plan must give to Us the required information.

FACILITY OF PAYMENT

Another Plan may pay a benefit that should be paid by Us by terms of this section. If this happens, We may pay to such payor the amount required for it to satisfy the intent of this section. This will be done at Our discretion. Any amount so paid will be considered a benefit under this Plan. We will not be liable for such payment after it is made.]

[EXCESS [AND PRIMARY EXCESS]] PROVISION

[EXCESS PROVISION

No benefit under this Policy is payable for any Covered Expense incurred for Injury [or Sickness] which is paid or payable by Other Valid and Collectible Medical Insurance except under an automobile insurance policy.

Covered Expenses exclude amounts not covered by the primary carrier due to penalties imposed on the Insured Person for failing to comply with policy provisions or requirements.]

[PRIMARY EXCESS PROVISION

[After We pay an initial amount as shown in the *Schedule of Benefits*, no benefits in excess of this initial amount are payable under this Policy for any Covered Expenses incurred for Injury [or Sickness] which is paid or payable by Other Valid and Collectible Insurance except under an automobile insurance policy.]

[This Plan of insurance is primary for [[University][Student] Health [Center][Services] charges. Otherwise this Plan of insurance is secondary to any benefits paid or payable by Other Valid and Collectible Medical Insurance, except under an automobile insurance policy. Benefits paid or payable by Other Valid and Collectible Medical Insurance include benefits that would have been received had a claim for benefits been duly made therefore.]

Covered Expenses exclude amounts not covered by the primary carrier due to penalties imposed on the [Insured Person][Insured Student] for failing to comply with Policy provisions or requirements.]]

[APPEALS PROCEDURE

If a claim is wholly or partially denied, a written notice will be sent to the [Insured Person][Insured Student] containing the reason for the denial. The notice will include a reference to the provision in the Plan description and a description of any additional information which might be necessary for reconsideration of the claim. The notice will also describe the right to appeal. A written appeal, along with any additional information or comments, may be sent within 6 months after notice of denial. In preparing the appeal, the [Insured Person][Insured Student], or his representative, may review all documents related to the claim and submit written comments and issues related to the denial. After the written notice is filed and all relevant information is presented, the claim will be reviewed and a final decision sent within 60 days after receipt of the notice of the appeal. Under special circumstances, an extension for further review will be granted, but not for longer than 60 additional days.]

[LOGO]

AXIS INSURANCE COMPANY
(A Stock Company)
[11680 Great Oaks Way, Ste. 500
Alpharetta, GA 30022]

**BLANKET STUDENT ACCIDENT [& SICKNESS] POLICY
AMENDMENT**

(This amendment form is being filed as variable in its entirety, but only for the purpose of amending or renewing the policy within the parameters of filed variables.)

This Amendment is attached to and made part of the Policy effective [Month Day, Year] at 12:01 AM, Standard Time. Any changes in coverage apply only with respect to covered losses that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Amendment.

This Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Amendment.

The President and Secretary of AXIS Insurance Company witness this Amendment:

[

] Secretary

[

] President

[LOGO]

AXIS INSURANCE COMPANY
(An ILLINOIS COMPANY)
[Administrative Address]

[Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

Signature		Date
-----------	--	------

Printed Name and Title

[Premium Amount:

_____ \$XXXXXXXXXX]

Signed by Licensed Broker/Agent
(Where required by Law)

License number

SERFF Tracking Number: AXSS-127018063 *State:* Arkansas
Filing Company: AXIS Insurance Company *State Tracking Number:* 48000
Company Tracking Number: BSAS-001-0211-AR
TOI: H04 Health - Blanket Accident/Sickness *Sub-TOI:* H04.001 Student
Product Name: Student Accident & Sickness
Project Name/Number: College A&S/BSAS-001-0211-AR

Rate data does NOT apply to filing.

SERFF Tracking Number: AXSS-127018063 State: Arkansas
 Filing Company: AXIS Insurance Company State Tracking Number: 48000
 Company Tracking Number: BSAS-001-0211-AR
 TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student
 Product Name: Student Accident & Sickness
 Project Name/Number: College A&S/BSAS-001-0211-AR

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	03/02/2011
Comments:			
Attachments:			
	GUAR-AR.pdf		
	AR Notice.pdf		
	20110214094545672.pdf		
Satisfied - Item:	Application	Approved-Closed	03/02/2011
Comments:	see forms schedule		
Bypassed - Item:	PPACA Uniform Compliance Summary	Approved-Closed	03/02/2011
Bypass Reason:	NA		
Comments:			

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers’ care in selecting companies that are well-managed and financially stable.

Important Disclaimer

The Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”) may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations and exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

**The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201**

**Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904**

The state law that provides for this safety-net coverage is called the Arkansas Life and Health Insurance Guaranty Association Act (“Act”). Below is a brief summary of this Act’s coverages, exclusions, and limits. This summary does not cover all provisions of the Act, nor does it in any way change anyone’s rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FOR COVERAGE

Persons holding such policies or contracts are not protected by the Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Association also does not provide coverage for:

- any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends and voting rights and experience rating credits;
- credits given in connection with the administration of a policy by a group contract holder;
- employer's plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals);
- unallocated annuity contracts issued to/in connection with benefit plans protected under the Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

LIMITS ON AMOUNTS OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 – no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values – again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

For residents of Arkansas:

ARKANSAS INSURED'S ACCESS TO INSURER INFORMATION: This notice is to comply with Arkansas House Bill 1221. We are required by law to notify You of the complete addresses and phone numbers of the Arkansas Insurance Department, the insurance company's servicing office, and the agent. Below is this information:

Arkansas Insurance Department, Consumer Services Division, 1200 W. Third Street, Little Rock, AR 72201-1904 Telephone: [1-(800)-852-5494 or (501)-371-2640]

Servicing Office:

[Axis Insurance Company
11680 Great Oaks Way
Suite 500
Alpharetta, GA 30022
Tel: 800-XXX-XXXX]

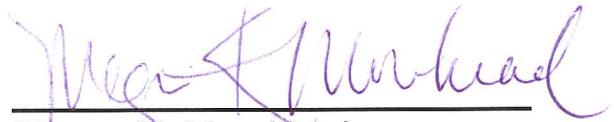
READABILITY CERTIFICATION

To Whom It May Concern:

This is to certify that the attached forms achieved a Flesch Reading Ease Score and are in compliance with applicable laws and regulations as follows:

Form #	Title	Flesch Score
BSAS-001-0211	Blanket Accident [& Sickness] Policy	49
BSAS-005-0211	Amendment	72

Axis Insurance Company



Megan K. Morehead
Megan K. Morehead
AVP - Compliance

February 14, 2011

Date

SERFF Tracking Number: AXSS-127018063 *State:* Arkansas
Filing Company: AXIS Insurance Company *State Tracking Number:* 48000
Company Tracking Number: BSAS-001-0211-AR
TOI: H04 Health - Blanket Accident/Sickness *Sub-TOI:* H04.001 Student
Product Name: Student Accident & Sickness
Project Name/Number: College A&S/BSAS-001-0211-AR

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/14/2011	Form	Blanket Accident [& Sickness] Policy	03/01/2011	BSAS-001-0211-AR Blanket Student Policy_clean2- 15_.pdf (Superseded)

BLANKET STUDENT ACCIDENT [AND SICKNESS] POLICY₂

Underwritten by:
AXIS INSURANCE COMPANY
[11680 Great Oaks Way, Ste. 500
Alpharetta, GA 30022] (A Stock Company)

(Herein called the Company)

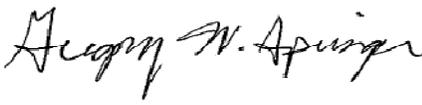
POLICYHOLDER: [JOHN DOE SCHOOL] POLICY NUMBER: [SPS-000000]
POLICY EFFECTIVE DATE: [August 1, 20XX] POLICY ANNIVERSARY: [July 31, 20XX]
POLICY TERM: [August 1, 20XX through July 31, 20XX]
STATE OF ISSUE: **Arkansas**

The Policy is a legal contract between the Policyholder and the Company.

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date shown above at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and the Company agree to continue coverage under this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

The Company and the [Policyholder] agree to all the terms of this Policy.

[

Secretary] [

President]

Non-Renewable One Year Term Insurance – This Policy Will Not Be Renewed.

**[THIS IS A LIMITED POLICY]
[IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY]
[IT DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS]
[THIS POLICY CONTAINS A DEDUCTIBLE] [A PRE EXISTING CONDITION LIMITATION MAY APPLY]
PLEASE READ IT CAREFULLY.**

**[EXCESS INSURANCE
This Policy is not intended to be issued where other medical insurance exists. If other medical insurance exists at the time of the claim then the amounts of benefits payable by such other medical insurance will be the Deductible amount of this Policy if such benefits exceed the Deductible amount shown in the Schedule]**

[NON-PARTICIPATING]

TABLE OF CONTENTS

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[LIMITATIONS AND] EXCLUDED EXPENSES.....	X
CLAIMS PROVISIONS.....	X
ADMINISTRATIVE PROVISIONS.....	X
GENERAL PROVISIONS	X
[COORDINATION OF BENEFITS].....	X
[EXCESS [AND] [PRIMARY EXCESS] PROVISION	X
APPEALS PROCEDURES	X

SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, PLEASE READ ALL THE PROVISIONS CAREFULLY.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the *Conditions of Coverage* and *Description of Benefits* sections for full details.

Eligible Persons: An Eligible Person is an individual who meets all requirements of one of the covered classes shown below.

- Class 1 All [full-time] [part-time] Students [who are enrolled for [12] credit hours or more per [semester] [quarter] at [XYZ School]
- [Class 2 Spouse of a Student enrolled at [XYZ School]]
- [Class 3 Dependent of Student enrolled at [XYZ School]]

[ACCIDENTAL DEATH BENEFIT

- [Death must occur within [30 to 365] days of the Covered Accident]
- [Insured Person] [Insured Student] Principal Sum [\$500-\$100,000,000]
[0.5 -10 Times Salary [to a Maximum of \$500- \$50,000,000]]
- [Insured Spouse] [\$250-25,000,000]
[2% to 100% of the [Insured Person] [Insured Student] Principal Sum]]
- [Insured Dependent Child (ren)] [\$50.00-\$5,000,000]
[2% to 100% of the [Insured Person] [Insured Student] Principal Sum]]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

- [Loss must occur within [30 to 365] days of the Covered Accident]
- [Insured Person] [Insured Student] Principal Sum [\$500-\$25,000,000]
[0.5 -10 Times Salary [to a Maximum of \$500- \$50,000,000]]
- [Insured Spouse] [\$250-25,000,000]
[2% to 100% of the [Insured Person] [Insured Student] Principal Sum]]
- [Insured Dependent Child (ren)] [\$50.00-\$5,000,000]
[2%-100% of the [Insured Person] [Insured Student] Principal Sum]]

Benefit Amount

- [Loss of Life [2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
- [Heart Failure [2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
- [Loss of Two or More Hands or Feet [2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
- [Loss of Use of Two or More Hands or Feet [2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
- [Loss of Sight of Both Eyes [2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
- [Loss of Speech and Hearing (in Both Ears) [2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
- [Loss of One Hand or Foot and Sight in One Eye [2%-100% of the Principal Sum; \$500.00-\$50,000,000]]

[Quadriplegia	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Paraplegia	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Hemiplegia	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Uniplegia	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Coma	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Brain Death	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of One Hand or Foot	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Use of One Hand or Foot	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Sight in One Eye	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Severance and Reattachment of One Hand or Foot	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
Loss [of Speech	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Hearing (in Both Ears)	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Thumb and Index Finger of the Same Hand	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of all Four Fingers of the Same Hand	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of all the Toes of the Same Foot	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Thumb	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]
[Loss of Tooth	[2%-100% of the Principal Sum; \$500.00-\$50,000,000]]

PLAN OF INSURANCE

This section will appear if the Policyholder elects a PPO Plan; otherwise the Indemnity section below will appear.

Preferred Provider Organization Plan

Preferred Provider Information:

By enrolling in this Policy, an [Insured Student] [Insured Person] has the [PPO Name]. The availability of specific providers is subject to change without notice. A complete listing of Preferred Providers is available at [www.phcs.com] or you may call toll-free at [xxx-xxx-xxxx]. The Policy does not require an [Insured Student] [Insured Person] to use a Preferred Provider.

Scope of Coverage Applicable to Accident [and Sickness] Medical Expense Benefits

Any benefit limits and benefit percentages for *Medical Benefits* apply, unless otherwise specified, on a per [Insured Person] [Insured Student] – per Covered Accident [or Sickness] basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

[Lifetime Maximum	[\$100,000 - \$10,000,000]
[Policy Year Maximum Benefit	[\$100-\$10,000,000]]
[Benefit Period	[52 weeks] [per Policy Term for [Injury] [and/or] [Sickness]]
[Per Condition Aggregate Maximum per Injury [or Sickness]	[\$100-\$10,000,000]]
[Per Policy Year Aggregate Maximum per Injury [or Sickness]	[\$100-\$10,000,000]]
[Deductible applies to	[each [Condition];[each Policy Year]]
[Preferred Provider:	[\$0-\$500] per Insured [Student][Person]

	Allowance]	and Customary Charge]]
[Pre Admission Testing	[Expenses paid under Hospital Miscellaneous]]	[Expenses paid under Hospital Miscellaneous]]
[Surgery	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Assistant Surgeon	[15% to 50% of Preferred Allowance]]	[15% to 50% of Usual and Customary Charge]]
[Anesthesia and its Administration	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Second Opinion or Consultation	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Physician In-Hospital Visits [1-3] Visits per day]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Registered Nurse Expense for private nursing care]	[60to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Outpatient Services		
[Outpatient Surgeon Fees	[60 to 100% of Preferred Allowance] [[[\$100] Co-pay per procedure]]	[50% to 100% of Usual and Customary Charge]]
[Assistant Surgeon	[15% to 50% of Preferred Allowance]]	[15% to 50% of Usual and Customary Charge]]
[Outpatient [Day] [Ambulatory]Surgery Expense	[60 to 100% of Preferred Allowance] [[[\$200] Co-pay per admission]]	[50% to 100% of Usual and Customary Charge] [[[\$200] Deductible per admission]]
[Use of Physician's Surgical Facilities	[60 to 100% of Preferred Allowance]]	50% to 100% of Usual and Customary Charge]]
[Anesthesia and its Administration	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Emergency Room Treatment [Maximum number of visits [5]per Policy Year]]	[60 to 100% of Preferred Allowance] [[[\$100]Co-pay per visit]]	[50% to 100%] of Usual and Customary Charge]]
[Physician Office Visits [Maximum number of visits [5] per Policy Year]]	[60 to 100% of Preferred Allowance] [[[\$20]Co-pay per visit]]	[50% to 100%] of Usual and Customary Charge]]
[Chiropractic Office Visits [Maximum visits per year [30]] [[[\$900] Policy Year Maximum]	[60to 100% of Preferred Allowance] [[[\$20]Co-pay per visit]]	[50% to 100%] of Usual and Customary Charge]]
[Out Patient [X-Ray, CT Scan, MRI and Laboratory Tests] [Total for all Injuries [or Sickness] per [Policy Year] [\$2500]]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Radiation Therapy [And Chemotherapy]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Out Patient Physiotherapy [[[\$25-\$100,000] per Policy Year] [Maximum number of visits [20] per Policy Year]]	[60 to 100% of Preferred Allowance] [[[\$25] Co-pay per visit]]	[50% to 100% of Usual and Customary Charge]]
[Out Patient Nursing Services [[[\$25-\$100,000] per Policy Year]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Additional Benefits		

[Ambulance Services [[\\$50-\$10,000] per Policy Year]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Medical Equipment Rental [[\\$25-\$10,000] per Policy Year]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Dental Services [up to [\\$50-\$5,000] per tooth; [\\$50-\$25,000] per [Covered Accident] [Policy Year]] [Benefit Period: [3 months, 1 years]]	[60 to 100% of Preferred Allowance]]	50% to 100% of Usual and Customary Charge]]
[Dental Expense for Removal of Impacted Wisdom Teeth. [up to [\\$300-\$100,000] per procedure]]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Elective Abortion	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Medical Services and Supplies [up to [\\$25-\$10,000] per Policy Year]	[60% to 100% of Preferred Allowance]]	50% to 100% of Usual and Customary Charge]]
[Out-Patient Prescription Drugs [up to [\\$25-\$5000] per Policy Year]	[60 to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Out-patient Prescription Drugs [up to [\\$25-\$5000] per Policy Year]	[[\\$10]Co-payment Generic Drugs per 31 day supply] [[\\$15] Co-payment Tier 1 Drugs per 31 day supply] [[\\$20] Co-payment Tier 2 Drugs per 31 day supply] [[\\$25] Co-payment Tier 3 Drugs per 31 day supply]	[No Benefits] [50% to 100% of Usual and Customary Charge]]
[[Eyeglasses][Contact Lenses] [up to [\\$25-\$5000] per Policy Year]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Artificial [Eyes] [Larynx]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Home Health Care <ul style="list-style-type: none"> • Minimum Hospital Stay: [1 to 10 consecutive days] • Home Health Care must begin within: [1 to 10 consecutive days] after the Minimum Hospital Stay • [Maximum Number of Home Health Care Visits: [5 to 200]] [up to [\\$100-\$25,000] per Policy Year] 	[60% to 100% of Preferred Allowance]] [[\\$40] Co-pay per visit]]	[50% to 100% of Usual and Customary Charge]]
[Rehabilitation Care Facility [up to [\\$500-\$100,000] per Policy Year]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Extended Care Facility <ul style="list-style-type: none"> • Minimum Hospital Stay: [1 to 10 consecutive days] • Extended Care must begin within: 1 to 10 consecutive days] after the Minimum Hospital Stay] [up to [\\$500-\$100,000] per Policy Year] 	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Skilled Nursing Facility [up to [60] days per Policy Year]]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Injections [\\$20-\$1,000] policy Year Maximum]]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]

[Urgent Care Center [Maximum Benefit of [\$200] per Accident [or Sickness] [per Policy Year]	[60% to 100% of Preferred Allowance] [[\$50]Co-pay per visit]]	[50% to 100%] of Usual and Customary Charge]]
[Routine Annual Physical Exams [Deductible does not apply]	[60% to 100% of Preferred Allowance] [[\$20]Co-pay per visit]]	[No Coverage] [50% to 100% of Usual and Customary Charge]]
[[Pelvic][Cervical screening]] [Deductible does not apply]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Bone Mass Measurement [Deductible does not apply]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Elective Abortion [\$100 - \$500] Policy Year Maximum]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Allergy Treatment Expense Benefits [\$100 - \$100,000] Policy Year Maximum]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Immunizations [Deductible does not apply]	[60% to 100% of Preferred Allowance]]	[No Coverage] [50% to 100% of Usual and Customary Charge]]
[Durable Medical Equipment [\$100 - \$100,000] Policy Year Maximum]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Bedside Visit Benefit	[\$500-\$5,000]	[\$500-\$5,000]
[Repatriation Benefit	[\$1,000 - \$100,000]	[\$1,000 - \$100,000]
[Emergency Medical Evacuation Benefit	[\$1,000 - \$100,000]	[\$1,000 - \$100,000]
[Student Health Center Referral	Included]	Included]
[Mandated Benefits]		
[Breast Reconstruction After Mastectomy Benefit	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Children's Preventative Health Care Benefit [Deductible does not apply to visits] Immunizations are not subject to the Deductible	[60% to 100% of Preferred Allowance] [[\$20]Co-pay per visit]]	[No Coverage] [50% to 100% of Usual and Customary Charge]]
[Colorectal Exam [Deductible does not apply]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Dental Anesthesia	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Diabetes Self-management/Supplies	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Infertility Expense Benefit	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Loss/Impairment of Speech/Hearing Benefit	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Maternity & Newborn Coverage Benefit	Paid as any other Sickness]	Paid as any other Sickness]
[Medical/Low Protein Foods Benefit	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Prostate –Specific Antigen Test [Deductible does not apply]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[[Prosthetic Appliances [and Orthotic] Devices [up to [\$100-\$10,000] per Policy Year]	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]
[Mandated Offers]		
[[Chemical Dependency][Alcohol] [Drug Abuse] Benefit	[60% to 100% of Preferred Allowance]]	[50% to 100% of Usual and Customary Charge]]

[Hospice Care] [up to [\$25-\$5000] Lifetime Benefit]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Hearing Aids] Deductible does not Apply	100% up to [\$1400] per ear every [3] year period]	100% up to [\$1400] per ear every [3] year period]]
[Mammography] [Deductible does not apply]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[Mental and Nervous Disorders]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]
[TMJ Disorders] [up to [\$3000] Lifetime Benefit]]	[60% to 100% of Preferred Allowance]	[50% to 100% of Usual and Customary Charge]]
[Mandated Conditional Benefits]		
[Off-Label Drug Benefit]	Paid under Prescription Drug Benefit	Paid under Prescription Drug Benefit]

1

[Indemnity Plan

Scope of Coverage Applicable to Accident [and Sickness] Medical Expense Benefits

Any benefit limits and benefit percentages for *Medical Benefits* apply, unless otherwise specified, on a per [Insured Person] [Insured Student] – per Covered Accident [or Sickness] basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

[Lifetime Maximum [\$100,000 - \$10,000,000]]
[Policy Year Maximum Benefit [\$100-\$10,000,000]]

[Benefit Period [12 months]

[Per Condition Aggregate Maximum per Injury [or Sickness]
[\$100-\$10,000,000]]

[Per Policy Year Aggregate Maximum per Injury [or Sickness]
[\$100-\$10,000,000]]

[Deductible
applies to [each [Condition];[each Policy Year]]
[\$0-\$500] per Insured [Student][Person]
[\$0-\$1500] per Family (3 per family)]

[The annual maximum deductible payable by an [Insured Person] [Insured Student] will not exceed [\$250.] [There is no deductible for services provided at the [[University][Student] Health [Center][Services].] [Deductible will be waived for treatment that results from a referral from the [[University][Student] Health [Center][Services]within [72 hours] of said referral.]

[Out-of-Pocket Maximum per Policy Year [\$1000 - \$10,000] per Insured [Student][Person]]

[Primary Excess Initial Amount of Insurance [\$100] (used when Primary Excess Provision elected)

(for use with indemnity plans)

COVERED EXPENSES

[Determination of the amount of each Covered Expense, and where applicable, each Usual and Customary Charge, will be made solely by the Company.]

Covered Expenses	Benefit Amount
In-Patient Hospital Expenses	
Room and Board Expenses Intensive Care Unit	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] per day; [the daily intensive care unit room rate; up to the daily intensive care unit room rate] [two times average semi-private room rate [up to [\$100-\$100,000]] [200% of average semi-private room rate [up to [\$500-\$10,000]] [[\$200] per Admission]]
Private/Semi-Private Room	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$5,000] per day; the semi-private daily room rate]] [[\$200] per Admission]]
Hospital Miscellaneous Expenses	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$25,000] per Hospital Stay]]
[Personal Services and Supplies Including Phone & TV	[50% to 100% of Usual and Customary Charge] [up to \$50-\$3,000]]
[Inpatient [X-ray, CT scan, MRI, laboratory tests]	[50% to 100% of Usual and Customary Charge] [up to \$50 to \$25,000]]
[Pre Admission Testing	[Expenses paid under Hospital Miscellaneous]]
[Surgery	[50% to 100% of Usual and Customary Charge] [up to [\$300-\$100,000] per procedure]] [[\$100] deductible per Surgery]]
[Assistant Surgeon	[50% to 100% of Usual and Customary Charge] [up to [\$150-\$50,000] per procedure]]
[Anesthesia and its Administration	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$50,000] per procedure]]
[Second Opinion or Consultation	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$2500]]
[Physician In-Hospital Visits [[1-3] Visits per Day]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$1000] per visit]]
[Registered Nurse Expense for Private Nursing Care]	[50% to 100% of Usual and Customary Charge] [up to [\$10-\$1000] per visit]]
[Outpatient Services	
[Outpatient Surgeon Fees	[50% to 100% of Usual and Customary Charge]] [up to [\$300-\$100,000] per procedure]] [[\$100] Deductible per procedure]]
[Assistant Surgeon	[50% to 100% of Usual and Customary Charge] [up to [\$150-\$50,000] per procedure]]
[Outpatient [Day] [Ambulatory] Surgery Expense	[50% to 100% of Usual and Customary Charge]] [up to [\$300-\$100,000] per procedure]] [[\$200] Deductible per admission]]
[Use of Physician's Surgical Facilities	[50% to 100% of Usual and Customary Charge] [up to [\$300-\$25,000] per procedure]]
[Anesthesia and its Administration	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$50,000] per procedure]]
[Emergency Room Treatment [Maximum number of visits [5] per Policy Year]]	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$100,000]] [[\$100] deductible per visit]]

[Physician Office Visits [Maximum number of visits [5] per Policy Year]]	[50% to 100% of Usual and Customary Charge] [up to [\$10-\$1000] per visit]]
[Chiropractic Office Visits [Maximum visits per year [30]] [[\$900] Policy Year Maximum]	50% to 100% of Usual and Customary Charge] [up to [\$10-\$1000] per visit]]
[Out Patient [X-Ray, CT Scan, MRI and Laboratory Tests] [Total for all Injuries [Sickness] per [Policy Year] [\$2500]]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$10,000]]
[Radiation Therapy[and Chemotherapy]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$100,000]]]
[Out Patient Physiotherapy [Maximum number of visits [20] per Policy Year]]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$100,000]]]
[Out Patient Nursing Services	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$100,000]]]
[Additional Benefits	
[Ambulance Services	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$10,000]]]
[Medical Equipment Rental	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$10,000]]]
[Dental Services [Benefit Period [3 months, 1years]]]	[50% to 100% of Usual and Customary Charge] up to [\$50-\$5,000] per tooth; [\$50-\$25,000] per [Covered Accident][Policy Year]]
[Dental Expense for Removal of Impacted Wisdom Teeth	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$5,000] per tooth; [\$50-\$25,000]]]
[Elective Abortion	[50% to 100% of Usual and Customary Charge]]
[Medical Services and Supplies	50% to 100% of Usual and Customary Charge]] [up to [\$25-\$10,000]]]
[Out-patient Prescription Drugs	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$5000]]]
[Out-Patient Prescription Drugs	[[[\$10] Generic Drugs] per 31 day supply [[[\$15] Tier 1 Drugs] [[[\$20] Tier 2 Drugs] [[[\$25] Tier 3 Drugs]]]
[Eyeglasses][Contact Lenses]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$5000]]]
[Artificial [Eyes] [Larynx]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Home Health Care <ul style="list-style-type: none">• Minimum Hospital Stay: [1 to 10 consecutive days]• Home Health Care must begin within: [1 to 10 consecutive days] after the Minimum Hospital Stay• Maximum Number of Home Health Care Visits: [5 to 200]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$25,000]]]
[Rehabilitation Care Facility	[50% to 100% of Usual and Customary Charge] [up to [\$500-\$100,000]]]

[Extended Care Facility] <ul style="list-style-type: none"> • Minimum Hospital Stay: [1 to 10 consecutive days] • Extended Care must begin within: 1 to 10 consecutive days] after the Minimum Hospital Stay] 	[50% to 100% of Usual and Customary Charge] [up to [\$500-\$100,000]]
[Skilled Nursing Facility [up to [60] days per Policy Year]]	[50% to 100% of Usual and Customary Charge] [up to [\$2000-\$100,000]]
[Injections [\$20-\$1,000] per Policy year Maximum]]	[50% to 100% of Usual and Customary Charge]]
[Urgent Care Center]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Routine Annual Physical Exams [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[[Pelvic][Cervical screening] [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Bone Mass Measurement [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Elective Abortion]	50% to 100% of Usual and Customary Charge] [up to \$100-\$500 maximum]]
[Allergy Treatment Expense Benefits]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Immunizations [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Durable Medical Equipment]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Bedside Visit]	[\$500- \$5000]]
[Repatriation Benefit]	[\$1,000 - \$100,000]]
[Emergency Medical Evacuation]	[\$1,000 - \$100,000]]
[Student Health Center Referral]	Included]
[Mandated Benefits]	
[Breast Reconstruction After Mastectomy Benefit]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] Lifetime Maximum]]
[Children’s preventative Health Care Benefit [Deductible does not apply to visits] Immunizations are not subject to the Deductible]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Colorectal Exam [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Dental Anesthesia]	[50% to 100% of Usual and Customary Charge]] [\$50-\$25,000]]
[Diabetes Self-management/Supplies]	[50% to 100% of Usual and Customary Charge]]
[Infertility Expense Benefit]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] Lifetime Maximum]]
[Loss/Impairment of Speech/Hearing Benefit]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] Lifetime Maximum]]
[Maternity & Newborn Coverage Benefit]	Paid as any other Sickness]
[Medical / Low Protein Foods Benefit]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] Lifetime Maximum]]
[Prostate –Specific Antigen Test [Deductible does not apply]]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Prosthetic Appliances [and Orthotic] Devices]	[50% to 100% of Usual and Customary Charge] [up to [\$500-\$10,000]]]

[Mandated Offers]	
[Chemical Dependency][Alcohol][Drug Abuse]	[50% to 100% of Usual and Customary Charge [up to [\$2,000-\$10,000]]]
[Hospice Care]	[50% to 100% of Usual and Customary Charge] [up to [\$25-\$5,000] Lifetime Benefit]
[Hearing Aids]	100% up to [\$1400] per ear every [3] year period]
[Mammography [Deductible does not apply]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000]]]
[Mental and Nervous Disorders]	[50% to 100% of Usual and Customary Charge] [up to [\$50-\$1000 per day]]]
[TMJ Disorders]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] Lifetime Maximum]]]
[Mandated Conditional Benefits]	
[Off-Label Drug Benefit]	[50% to 100% of Usual and Customary Charge] [up to [\$100-\$10,000] Lifetime Maximum]]]

]]

[SCHEDULE OF PREMIUM RATES

<u>CLASS OF INSURED PERSONS</u>	<u>TERM OF COVERAGE</u>	<u>PREMIUM RATE</u>
Class 1	Annual	\$
[Class 2	Annual	\$]
[Class 3	Annual	\$]
Class 1	Fall	\$
[Class 2	Fall	\$]
[Class 3	Fall	\$]
Class 1	Spring	\$
[Class 2	Spring	\$]
[Class 3	Spring	\$]
Class 1	Summer	\$
[Class 2	Summer	\$]
[Class 3	Summer	\$]]

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Accident or Accidental

means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the [Insured Person] [Insured Student] is covered under this Policy.

[Adopted or Newborn Infant

means 1) a newly born child of an [Insured Student][Insured Person] from the moment of birth provided that person is insured under this Policy; 2) a child adopted by an [Insured Student] provided the person adopting the child is insured under this Policy on the date the adoption becomes effective ;and 3) a child placed with the [Insured Student] for the purpose of adoption from the moment of placement as certified by the public or private agency making the placement provided the person adopting the child is insured under the Policy on the date the child is placed with the [Insured Student] such child will be covered under the Policy for the first [90-180] days after :1) birth of the newly born child;2) the effective date of adoption of the child; or 3) the date of placement of the child for adoption. Coverage for such child will be for injury [or Sickness] including routine newborn care and the medically diagnosed congenital defects, birth abnormalities, prematurity and nursery care; benefits will be the same as for the [Insured Person] [Insured Student].

[Allowed Application Period

means a period of [15] days after the Policy Effective Date or for those students who start midyear, [15] days from the start of the [quarter] during which an eligible student may enroll and be covered as of the Policy Effective Date or the start of the [quarter], respectively.]

[Benefit Period

means a period, shown in the *Schedule of Benefits* and commencing with the date of [the first Covered Expense Incurred for treatment of a Injury sustained in an Accident, .[or first treatment of a Sickness] during which benefits are payable.]

Coinsurance

means the out-of-pocket expenses to be paid by the [Insured Person][Insured Student] as a percentage of the Covered Expenses as shown in the Schedule of Benefits.

Company

means Axis Insurance Company.

[Complications of Pregnancy

means conditions which require Hospital stays before the pregnancy ends and whose diagnoses are distinct from but are caused or affected by pregnancy. These conditions are:

- acute nephritis or nephrosis; and
- cardiac decompensation or missed abortion; and
- similar medical and surgical conditions of comparable severity; and
- non-elective caesarean section; and
- termination of an ectopic pregnancy; and
- spontaneous termination when a live birth is not possible. (This does not include elective abortion.)

Not included are: (a) false labor, occasional spotting or Physician prescribed rest during the period of pregnancy; (b) morning sickness; (c) hyperemesis gravidarum and preeclampsia; and (d) similar conditions not medically distinct from a difficult pregnancy]

[Co-payment

means the specified dollar amount an [Insured Person][Insured Student] must pay for specified charges. The copayment is separate from and not a part of the Deductible or Coinsurance.]

[Continuous Coverage

means that period of time during which the [Insured Person][Insured Student] is continuously covered under one of the [ABC University] Student Accident [and Sickness] plans, with no lapse in coverage between this Policy and the prior Policies.]

Covered Expense

means charges that are Medically Necessary and that are:

- (1) Not in excess of the maximum amount payable for services as specified in the Schedule of Benefits;
- (2) In excess of any Deductible amount; and
- (3) Incurred while the [Insured Person][Insured Student]'s coverage under this Policy is in force.

[Dependent Child

means the [Insured Person's] [Insured Student's] child who meets the following requirements.

1. A child from live birth up to 26 years old.
2. An unmarried child who is 26 or more years old but less than [31] years old, enrolled in a school [as a full-time student] and primarily supported by the [Insured Person] [Insured Student]. Coverage will continue during any period between school terms or school years as long as the Company is provided satisfactory proof that he has enrolled for the next following school term or year.]
3. A child who is 26 or more years old, primarily supported by the [Insured Person] [Insured Student], and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to the Company within [31 days] after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, the Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Company may require proof no more than once a year.

A Dependent Child, for purposes of this definition, includes [the Insured Student's] [Insured Person's]:

1. Natural child;
2. Adopted child, beginning with any waiting period pending finalization of the child's adoption;]
3. Stepchild [who resides with the [Insured Person] [Insured Student]];
4. [Child for whom the [Insured Person] [Insured Student] is legal guardian [, as long as the child resides with the [Insured Person] [Insured Student] and depends on him for financial support. [Financial support means that the [Insured Person] [Insured Student] is eligible to claim the dependent for purposes of Federal and State income tax returns.]]

If the [Insured Person][Insured Student] who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with him for at least [six consecutive months] and intends to reside with him for an indefinite period of time.

[Deductible

means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Insured [Person][Student] [per Injury [or Sickness] each Policy Year before benefits are payable under this policy. The Deductible Amount is shown on the Schedule of Benefits. [Under certain conditions, the Deductible Amount may be lowered or waived by the Company.]]

[Deductible

means the amount of Covered Expenses that must be paid by the [Insured Person] [Insured Student] before benefits will become payable under this Policy. A separate deductible shall apply to each covered Accident. [The Deductible shall be reduced by the amount of medical expenses paid or payable under an Other Valid and Collectible Medical Insurance for medical expenses arising out of the covered Accident that gave rise to the claim under this Policy.]]

[Drop/Add Period

means the period designated by the Policyholder during which the [Insured Person][Insured Student] may enroll, change or add coverage for himself [and his Insured Dependent] under the Policy.]

[Domestic Partner

means a person who:

1. shares the [Insured Person's] [Insured Student's] permanent residence;
2. has resided with the [Insured Person] [Insured Student] continuously for at least [six months to two years] and is expected to reside with the [Insured Person] [Insured Student] indefinitely;
- [3. is financially interdependent with the [Insured Person] [Insured Student] [in each] of the following ways:
 - [a. by holding one or more credit or bank accounts, including a checking account, as joint accountholders;]
 - [b. by owning or leasing their permanent residence as joint tenants;]
 - [c. by naming, or being named by, the [Insured Person] [Insured Student] as a beneficiary of life insurance or under a will;]
 - [d. by each agreeing in writing to assume financial responsibility for the welfare of the other;]]
- [4. has signed a domestic partner declaration with the [Insured Person] [Insured Student], if he resides in a jurisdiction which provides for a Domestic Partner declaration;]
- [5. has not signed a domestic partner declaration with any other person within the last [12 to 24 months];]
6. is no less than [18 to 23] years of age and not more than [60 to 85] years of age;
- [7. is not legally permitted to marry the [Insured Person] [Insured Student];]
8. is not legally married to any other person;
9. is not a blood relative any closer than would prohibit legal marriage.

[In addition to the above requirements, consent of either party due to the Domestic Partner relationship must not have been obtained by force, duress or fraud.]

[A Domestic Partner may be insured if all of the following conditions are met:

1. the [Insured Person] [Insured Student] has not been married to any person within the past [12 to 24 months];
2. the Domestic Partner is the only person meeting this Policy's definition of Domestic Partner with respect to the [Insured Person] [Insured Student];
- [3. [the Insured Person] [Insured Student] and the Domestic Partner furnish a [notarized written affidavit or signed statement] reflecting these requirements as well as an

agreement to notify the Company these requirements are no longer being, on a form acceptable to the Company.]]

Eligible Person

means an individual as defined in the *Schedule of Benefits*.

[Experimental or Investigational Care

means a service or supply:

- (a) that is not commonly and customarily recognized as being safe and effective for the particular diagnosis or treatment; or
- (b) which requires approval by any governmental authority and such approval has not been granted before the service or supply is furnished.

We may rely upon the advice of medical consultants and commonly recognized national medical organizations in determining which services or supplies are experimental or investigational.]

Foreign Country

means any country of which an [Insured Person] [Insured Student] [Insured Dependent] is not a citizen

He, His, Him

refers to any individual, male or female.

[Home Healthcare

means Medically Necessary services provided and billed by a Home Health Agency. Such services must be prescribed and supervised by a Physician in accordance with a medical treatment program.]

[Home Health Agency

means an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity must be certified by a competent governmental authority in the jurisdiction where the services are rendered, and also meeting the requirements of Title XVIII of the Social Security Act, as amended, for home health agencies.]

[Home Country

means a country from which the [Insured Person] [Insured Student] holds a passport. If the [Insured Person] [Insured Student] holds passports from more than one country, the Home Country will be the country declared to in writing to the Policyholder as his Home Country.]

Hospital

an institution that meets all of the following:

1. it is licensed as a hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical Physicians;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

[Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an inpatient shall be waived.]

[The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. [a Veteran's Administration Hospital or Federal Government Hospital unless the [Insured Person] [Insured Student] incurs an expense.

In-Patient Hospital Confined

means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician

Confinement does not include treatment received in an Outpatient department of the facility..

[Immediate Family Member

means a person who is related to the [Insured Person] [Insured Student] in any of the following ways: Spouse, [Domestic Partner] brother-in-law, sister-in-law, daughter –in-law, son-in-law, mother in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild.

Injury

means bodily injury caused by an Accident. [The Accident must occur while the Insured [Person][Student]'s insurance is in force under this Policy] All Injuries sustained by one person in any one accident , including all related conditions and recurrent symptoms of these Injuries, are considered a single covered Injury. The Injury must be the direct cause of an Accident covered under this Policy and must be independent of all other causes. The Injury must not be caused by or contributed to by Sickness.

[Insured Dependent

means an [Insured Dependent Child] [or an] [Insured Spouse], for whom premium is paid while covered under this Policy.]

[Insured Dependent Child

means the [Insured Person's] [Insured Student's] Dependent Child, for whom premium is paid while covered under the Policy.]

[Insured Person

means an Eligible Person, as defined in the *Schedule of Benefits*, for whom (*Included only when the Insured Person pays any portion of the premium*) [an enrollment form has been accepted by the Company] and required premium has been paid when due and for whom coverage under this Policy remains in force. [May include Covered Spouse and/or Insured Dependent covered under this Policy.]]

[Insured Spouse

means the [Insured Person's]] [Insured Student's] Spouse [or Domestic Partner] for whom premium is paid while covered under this Policy.]

[Insured Student

means an Eligible Person, as defined in the *Schedule of Benefits*, for whom [an enrollment form has been accepted by the Company and required premium has been paid when due and for whom coverage under this Policy remains in force. [May include Insured Spouse and/or Insured Dependent covered under this Policy]]

[Intracollegiate Sport

a sport that:

1. is approved by the sports director or athletic director of the School; and
2. involves only students at the same School; and
3. takes place within the walls, boundaries and grounds of said School
- [4. or participation in an approved Intercollegiate tournament, on campus or approved by the Policyholder.]

[Intercollegiate Sport

a sport that:

- [1. [has been accorded varsity status by the participating School;]
- [2. is administered by such School's department of intercollegiate athletics [for which the eligibility of the participating student athlete is reviewed and certified in accordance with the applicable intercollegiate sports organization's legislation, rules or regulations];]
- [3.entitles qualified participants to receive the participating School's official awards;]
- [4. Includes travel, only within the contiguous United States, including Alaska and Hawaii and only directly and without interruption between home, School and the premises of the Intercollegiate Sporting event.]

[Licensed Therapist

means a physical therapist, occupational therapist, respiratory therapist, physiotherapist, chiropractor, osteopath, certified athletic trainer, speech pathologist or audiologist who is licensed in the state where care is rendered.]

[Lifetime Maximum

means the total amount of benefits payable for all Injuries [and Sicknesses] combined under this Policy.]

Medical Emergency

means the sudden and, at the time, unexpected onset of an Injury [or Sickness] that manifests itself by symptoms of sufficient severity that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that immediate medical care is required, which may include, but is not limited to:

- (a) placing the person's health in significant jeopardy;
- (b) serious impairment to a bodily function;
- (c) serious dysfunction of any bodily organ or part;
- (d) inadequately controlled pain; or
- (e) with respect to a pregnant woman if she is having contractions:
 1. that there is inadequate time to effect a safe transfer to another Hospital before delivery; or
 2. that transfer to another Hospital may pose a threat to the health or safety of the woman or unborn child.

[Medically Necessary

means that a service or supply is necessary and appropriate for the diagnosis or treatment of a [Sickness or] Injury based on generally accepted current medical practice. A service or supply will not be considered as Medically Necessary if:

- (a) it is provided only as a convenience to the Insured Person or provider;

- (b) it is not the appropriate treatment for the Insured Person's diagnosis or symptoms;
- (c) it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment.

The fact that any particular Physician may prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply Medically Necessary.]

Member of the Same Household

means a person who maintains residence at the same address as [the Insured Person] [Insured Student].

[Mental and Nervous Disorders

mean any disorder as defined in the Diagnostic and Statistical Manual of Mental Disorders (DSMIV), or a subsequent edition published by the American Psychiatric Association except those mental disorders coded in the DSMIV or subsequent editions as substancerelated disorders (291.0 through 292.9 and 303.0 thorough 305.9), those coded as sexual dysfunctions not due to organic diseases (302.70 through 302.79) and those coded as V Codes.]

[Non-Preferred Provider

means any Hospital, Physician, or other provider of health care services who has not agreed to any pre-arranged fee schedules.]

[Nurse

means a licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:

1. the [Insured Person] [Insured Student];
2. an Immediate Family Member of either the [Insured Person] [Insured Student] or the Insured Person's] [Insured Student's] spouse; or
3. a Member of the Same Household]

[Other Valid and Collectible Medical Insurance

includes but is not limited to group insurance; [automobile medical payments and no-fault insurance;] [individual medical policies;] coverage provided by a Hospital or medical service organization; union welfare plans; or employer or employee benefits organization; or employer's liability coverage.]

[Out Patient

means an [Insured Person] [Insured Student] who is a patient and is not hospitalized overnight but who visits a hospital, clinic, or associated facility for diagnosis or treatment.]

[Out-of-Pocket Maximum

means the maximum dollar amount an [Insured Person][Insured Student] is responsible to pay during a Policy Year. After an Insured [Person][Student] has reached the Out-of-Pocket Maximum, We cover most benefits at 100% for the remainder of the Policy Year. Some benefits, however, will always remain payable at the percentage shown in the Plan of Insurance. The Out-of-Pocket Maximum is met by accumulated Deductible [and] Coinsurance [and Copayments] [Co-payments are not applied to the Out-of-Pocket Maximum.]. Penalties and amounts above the Usual and Customary Expense do not count toward the Out-of-Pocket Maximum. The Out-of-Pocket Maximum is shown in the Plan of Insurance. In no instance will We pay more than the [Lifetime][Policy][Aggregate] [Year][Per Condition]Maximum Benefit. As shown in the Schedule of Benefits.]

[Paralysis/Paralyzed

means [Quadriplegia], [Paraplegia], [Hemiplegia] or [Uniplegia] that is expected to last for a continuous period of [6, 12, 18, 24, 30, 36] months or more from the earlier of the date of the accident causing paralysis or the date of the diagnosis. ["Quadriplegia" means the complete and irreversible paralysis of both upper and lower limbs.] ["Paraplegia" means the complete and irreversible paralysis of both lower limbs or both upper limbs.] ["Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.] ["Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.]]

[Per Condition Aggregate Maximum

means for each Insured Person, the maximum amount of benefits payable, as shown in the Schedule of Benefits for each Injury [or Sickness] under the Policy each Policy Year.]

[Per Policy [Aggregate] [Maximum] Benefit

means benefits for any [one Injury] [or Sickness] [per Policy Year] which are payable throughout a period of Continuous Coverage. Benefits will terminate at the end of the period of Continuous Coverage.]].

Physician

a [United States]licensed health care provider [and/or Licensed Therapist] practicing [in the United States] within the scope of his license and rendering care and treatment to the [Insured Person] [Insured Student] that is appropriate for the condition and locality, and who is not:

1. the [Insured Person] [Insured Student];
2. an Immediate Family Member of either the [Insured Person] [Insured Student] or [the Insured Person's] [Insured Student] spouse;
3. member of the same household; or
4. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.]

[Per Policy Year Aggregate] Deductible

means the total amount of Covered Expenses [and adjustment expenses] that the Policyholder must pay prior to any benefits being due under this Policy. The Policy Aggregate Deductible applies to all covered Injuries [and Sickness] for all [Insured Persons][Insured Students]. Any Covered Expenses that are paid by Policyholder for a covered Injury [or Sickness] shall reduce the maximum for Accident [and Sickness] Expense Benefits payable under this Policy as shown in the *Schedule of Benefits* that covered Injury.]

Policyholder

means the School, named on the Policy/ face page, to which the Company issues the Policy.

Policy Term [Plan]

means the time period defined for the Policyholder shown in the *Schedule of Benefits*.

Policy Year

means the [12 month] period beginning on the Policy Effective Date.

[Preferred Allowance

means the amount a Preferred Provider will accept as payment in full for Covered Expenses.]

[Preferred Provider

means the providers and Hospitals who have contracted with the Preferred Provider Organization to provide specific medical care at negotiated prices.]

[Preferred Provider Organization

means a diversified group of medical providers who have entered into agreements with the [administrator] or Us to provide medical benefits and services to Insured Persons.]

[Pre-Existing Condition

means an illness, disease, Sickness or injury or other condition of the [Insured Person] [Insured Student] which, in the [2, 6, 12, 18, 24, and 36] month period before the [Insured Persons] [Insured Student] coverage became effective under the Policy:

1. was treated by a Physician or treatment had been recommended by a Physician.
2. required taking prescribed drugs or medicines, or
3. [first manifested itself, worsened, became acute or exhibited symptoms that would have caused an ordinarily prudent person to seek diagnosis.]]

[Prescription Drugs

means any Medically Necessary drugs that, under the applicable state or federal law, may be dispensed only upon written prescription of a Physician; and injectable insulin.

[Rehabilitation Facility A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:

1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care; and
2. is duly licensed by the appropriate government agency to provide such services; and
3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.

A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.]

[School

means the college or university where the [Insured Person] [Insured Student] is enrolled. The School must be licensed or accredited, as applicable, by the jurisdiction where it is located, [to provide the care, education or training for which [the Insured Person] [Insured Student] is enrolled.] [A college or university that is a member of an Intercollegiate athletic association.]

[Sickness

means disease or illness including related conditions and recurrent symptoms of the Sickness [which begins after the Effective Date of an [Insured Person's] [Insured Student's] Coverage]. Sickness also includes pregnancy and Complications of Pregnancy.]]

[Skilled Nursing Facility]

means an institution which meets all the following requirements;

- (1) it must be operated pursuant to law;
- (2) it must be primarily engaged in providing, in addition to room and board accommodations, nursing services under a licensed Physician's supervision;
- (3) Registered or License Practical Nurses must supervise 24 hours a day; and
- (4) a daily record for each patient must be maintained.

This definition does not include:

- (1) Rest home or similar facility;
- (2) Home or facility for the aged;
- (3) Home or facility for drug addicts and alcoholics;
- (4) Home or facility for care and treatment of mental diseases and disorders; or
- (5) Home or facility for custodial or educational care.]

[Spouse]

means the [Insured Person's] [Insured Student's] lawful spouse, [who is age 18 years and under Age 70,] [who is a United States citizen or has a permanent Alien Registration Card.] [Except for purposes of determining initial eligibility, the term includes a Spouse who is widowed by [or divorced or legally separated from] the [Insured Person] [Insured Student].] [The term Spouse will include [Domestic Partner.]]

[Study Abroad]

means a period of time in which the [Insured Person][Insured Student] is enrolled in an accredited program of study outside the United States, and is approved by the [Insured Person][Insured Student]'s home university which is the Policyholder.]

[Total Disability or Totally Disabled]

means [either]:

1. inability of the [Insured Person] [Insured Student] who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; [or]
- [2. inability of the [Insured Person] [Insured Student] who is not currently employed to perform [1 to 6] of the 6] [all] of the] activities of daily living including Eating, Transferring, Dressing, Toileting, Bathing, and Continence, without human supervision or assistance.]

[Usual and Customary Charge]

means fees and prices generally [charged] [reimbursed] within the locality where performed for Medically Necessary services and supplies required for treatment of cases of comparable severity and nature. [This will be derived from the mean [charge] [reimbursement] based on the experience in a related area of service delivered and the [Ingenix] schedule of fees valued at the [90th] percentile [and the Anesthesia Relative Value Guide]].

[[University][Student] Health [Center][Services]

means the health center at the school the Insured is attending and any other facility appointed by the School for medical care and approved by the Plan Administrator.]

We, Us, Our

means AXIS Insurance Company.

ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS

This Policy takes effect as of the Policy Effective Date shown on the face page of the Policy. It continues in force until the Policy Termination Date. Subject to Our consent, this Policy may be renewed for like periods upon receipt of the renewal premium at the premium rate then in force. We reserve the right to adjust the premium rate on the first anniversary of the Policy Effective Date. We will give the Policyholder at least [60] days prior written notice. We also reserve the right to refuse to renew this Policy.

However, in no event will We refuse to renew or cancel this Policy during any term for which premium has been paid

Effective Date for Individuals

The insurance of each Eligible Person shall take effect as follows:

- [(a) If an Eligible Person enrolls and pays any required premium on or before the Policy Effective Date, coverage will begin on the Policy Effective date;]
- [(b) If an Eligible Person enrolls and pays any required premium after the Policy Effective Date [but within the Allowed Application Period] coverage will begin on the Policy Effective Date or the start of the term or semester in which the student has enrolled;]
- [(c) If an Eligible Person enrolls and pays any required premium] [after the Allowed Application Period,] coverage will begin on the day after the enrollment card and premium is received; or]
- [(d) If an Eligible Person enrolls and pays any required premium on or before the Policy Effective Date and such student is a participant in intercollegiate sports or a school sponsored activity or requirement, coverage will begin on the date the eligible student is required to be on campus.]]

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.

[The Company requires written notification on a form satisfactory to the Company for any person who becomes eligible after the Effective Date of this Policy whether or not additional premium is required. [Any additional premium required for such Person will be pro-rated so that subsequent premium notifications will include the premium for all [Eligible Persons] enrolled.]]

[Effective Date of Changes

Any increase or decrease in the amount of insurance for [the Insured Person] [Insured Student] resulting from a change in benefits provided by this Policy, or a change in the [Insured Person's] [Insured Student's] Covered Class, will take effect on the date of such change.]

Eligibility

A person is eligible for insurance under this Policy when he meets the definition of Eligible Person shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one covered class, even though he may be eligible under more than one covered class.

(Included in a Policy for which individuals are not required to contribute to the cost of insurance or insurance is mandatory)

Policy Effective Date

The Company agrees to provide Accident [and] Sickness] Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the [Initial] Premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page.

[LATE ENROLLMENT FOR DEPENDENTS

An Insured [Person][Student] may add his Dependent Child or Spouse as a late enrollee:

[(a) when he or she marries. The application for coverage must be submitted within 31 days of the date of marriage. Coverage will be effective on the date of the marriage. Payment for the full semester or pro-rated premium for the remainder of the semester, is required even if the Spouse is enrolled after the term has begun;]

[(b) when he or she provides a signed affidavit of Domestic Partnership. Proof of Domestic Partnership may be required. Payment for the full semester or pro-rated premium for the remainder of the semester, is required even if the Domestic Partner is enrolled after the term has begun;]

[(c) when he or she acquires a Dependent Child through birth, adoption or guardianship decree. The application must be submitted within 31 days of the date the child is born, adopted or acquired through decree. Coverage will be effective as of the date of birth, adoption or guardianship. Payment for the full semester or pro-rated premium for the remainder of the semester, is required even if the Dependent Child is enrolled after the term has begun; and]

[(d) when his Spouse or Dependent Child arrives from a foreign homeland. The application for coverage must be submitted within 31 days of the date of the Spouse or Dependent Child's arrival from the foreign homeland. Coverage will be effective as of the date of the Spouse or Dependent Child's arrival following direct travel from the homeland. Payment for the full semester or pro-rated premium for the remainder of the semester, is required even if the Spouse or Dependent Child is enrolled after the term has begun.;]

[If the {Insured Person} [Insured Student] does not add a new Spouse or Dependent Child within 31 days of the date the Spouse or Dependent Child becomes eligible for coverage, he or she must wait until the following school term to add the Spouse or Dependent Child for coverage.]]

Termination of Insurance

Insurance for [the Insured Person] [Insured Student] will end on the earliest of: *(The following conditions will be included or deleted based on case-specific information and numbers will be adjusted accordingly.)*

- [1. the date the person is no longer in an Eligible Class [; and]
- [2. the date the person enters full time active duty in any Armed Forces. The Company will refund any premium paid for any period of active duty when the Company receives proof of active duty. Active duty does not include Reserve or National Guard duty for training] [; and]
- [3. the end of the period for which the last premium is made] [; and]
- [4. the date this Policy ends] [; and]
- [5. the end of the School year.]

Termination does not affect a claim for a Covered Expenses incurred due to an Accident [or] [Sickness] that occurs before the termination date. However, in no instance will benefits extend beyond the [earliest; earlier] of:

- [1. the end of the Benefit Period] [; and]
- [2. the date benefits equal to any applicable Benefit Limit, as shown in the *Schedule of Benefits*, have been paid][; and]
- [3. the date benefits equal to any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*, have been paid].

Certification of Creditable Coverage

[We will issue a written certification of creditable coverage under the Policy, including any waiting period and affiliation period, at the time the [Insured Person][Insured Student] ceases to be covered under the plan.] We will provide the certification at the request of and on behalf of the [Insured Person][Insured Student] if made not later than 24 months after the coverage ends.

[Continuation of Coverage

[Coverage under this Policy may be continued if an [Insured Person] [Insured Student] is no longer an Eligible Person because he has graduated from School. Coverage may be continued for up to [6 months], beginning on the date coverage would otherwise terminate.]

[Coverage under this Policy may be continued if the [Insured Person] [Insured Student] is no longer an Eligible Person because he has graduated from School. Coverage may be continued for up to:

1. the end of the Policy Year in which he graduates; or
2. the end of the period for which premium has been paid.]

If an [Insured Person] [Insured Student] ceases to be a member of an Eligible Class for any reason, the [Insured Person] [Insured Student] may elect to continue his coverage under this Policy [for up to six months]. The [Insured Person] [Insured Student] must: (a) make such election within 31 days of termination of eligibility; and (b) agree to pay the entire premium for such continued coverage.

Continuation of Coverage will not be available for:

1. any [Insured Person] [Insured Student] for whom coverage has terminated because benefits equal to any applicable Policy Aggregate Maximum, or Lifetime Maximum as shown in the *Schedule of Benefits*, have been paid;
2. any [Insured Person] [Insured Student] who is no longer eligible for coverage due to termination of the Policy; or
3. any Insured Dependent who is covered under any policy of benefits for hospital, surgical or medical care and services provided by an employer or group.

Continued coverage will be subject to all of the provisions and limitations of this Policy, including reductions for age or termination at any age.]

[Renewability of Coverage

A Student who is enrolled as a regular undergraduate or graduate student at the School will be provided with Continuous Coverage under this Policy for himself and his Insured Dependents each subsequent year the Policyholder renews this Policy with Us. Once an Insured Person has been covered under this Policy [and satisfied any Pre-existing Condition Limitation exclusion period, if applicable,] coverage under this Policy will be considered continuous. The student must apply for coverage and pay premiums as described in the Policy.]

CONTINUOUS INSURANCE AND EXTENSION OF BENEFITS PROVISIONS

Continuous Insurance

This Policy may be replacing the Prior Plan of another insurer.

Prior Plan means the Policy or Policies issued to the Policyholder with respect to the Policyholder immediately before the current Policy.

Injury [or Sickness] shall include an Injury sustained,[or a Sickness first manifesting itself,] while the Insured [Person][Student] is continuously insured under the Prior Plan and became insured under this Policy without a break in coverage.

But no benefits shall be payable for such Injury [or Sickness] to the extent that such benefits are payable under the Prior Plan for the same expenses. This will apply even though the Prior Plan provided that it will not duplicate the benefits under another Policy.

[Also, the total amount of benefits payable for Injury [or Sickness] under this Policy and the Prior Plan cannot exceed Our Policy's [Lifetime Aggregate Maximum] [or the Per Condition Aggregate Maximum].

Nothing contained herein shall be held to vary, alter, waive, or extend any of the provisions, exclusions, and other terms of this Policy, except as provided above.]

Extension of Benefits

If on the date that an [Insured Person][Insured Student]'s coverage under the policy will otherwise terminate due to termination of the Policy, such person is Totally Disabled or Hospital confined, We will continue coverage for expenses incurred for Medically Necessary treatment of the [Sickness or] covered Injury causing the Total Disability until the earlier of [90] days after the date of Accident causing the injury [or the date the Sickness if first treated under the Policy] or beyond release from the Hospital for that In-patient confinement] or the limit of liability under this Policy.

[DESCRIPTION OF BENEFITS

Each of the following benefits apply on a case-by-case basis at the option of the Policyholder. They may be included as shown, modified or deleted.

This Description of Benefits Section describes the Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits*. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these Benefits.]

[ACCIDENTAL DEATH BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the [Insured Person] [Insured Student] dies directly and independently of all other causes from a covered Injury [within the applicable time period specified in the *Schedule of Benefits*].

Exclusions Exclusions that apply to this benefit are in the *Exclusions* Section.]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Company will pay the Benefit Amount for any one of the Covered Expenses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the [Insured Person] [Insured Student] suffers a covered Injury [within the applicable time period specified in the *Schedule of Benefits*].

[If the [Insured Person] [Insured Student] sustains more than one Injury as a result of the same covered Accident, the Company will pay the Benefit for the Injury for which the largest benefit is payable.] *or* [If the [Insured Person] [Insured Student] sustains more than one Injury as a result of the same covered Accident, the total Benefits the Company will pay will not exceed the Principal Sum.]

[If a covered Injury causes the [Insured Person's] [Insured Student's] death, the Company will pay for Accidental Death and any other loss will not exceed the [Principal Sum, Accidental Death Benefit, largest Benefit payable for a loss] [unless death results from [Heart Failure.]]

[Exposure and Disappearance

If by reason of an accident occurring while an [Insured Person's] [Insured Student's] coverage is in force under this Policy, the [Insured Person][Insured Student] is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which an Accidental Death or Accidental Dismemberment benefit is otherwise payable under the Policy, the will be covered under the terms of the Policy.

If the body of the [Insured Person] [Insured Student] has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the [Insured Person][Insured Student] has suffered accidental death within the meaning of the Policy.]

Definitions For purposes of this benefit:

Each of the following definitions is optional and will be included as required by the selected benefits.

[**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.]

[**Loss of Use of a Hand or Foot** means total loss of all ability to move the hand or foot, within [30-365 days] of a Covered , that continues for [6-24 months] and is expected to continue for the remainder of the [Insured Person's] [Insured Student's] lifetime.]

[**Loss of Sight** means the total, permanent loss of Sight of one eye. The loss of Sight must be irrecoverable by natural, surgical or artificial means.]

[Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.]

[Loss of Hearing means total and permanent loss of ability to hear any sound [in both ears] which is irrecoverable by natural, surgical or artificial means.]

[[Loss of a Thumb and Index Finger of the Same Hand or of Four Fingers of the Same Hand] means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).]

[Loss of Toes means complete Severance through the metatarsalphalangeal joint.]

[Heart Failure means death because the heart ceases to beat due to failure of the heart to maintain adequate circulation of blood.]

[Coma means a profound state of unconsciousness from which the [Insured Person] [Insured Student] is not likely to be aroused through powerful stimulation. The Coma must begin within [10 -90 days] of the loss, continue for [30-180 consecutive days] and must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that loss.]

[Brain Death means irreversible unconsciousness, resulting directly and independently of all other causes from and within [10-365 days] of a loss , manifested by both total of brain function and complete absence of electrical activity of the brain, even though the heart is still beating.]

[Severance means complete separation and dismemberment of the part from the body.]

Exclusions Exclusions that apply to this benefit are in the *Exclusions* Section.].

ACCIDENT [AND SICKNESS] BENEFIT

Benefits are payable for Covered Expenses less any Deductible incurred by or for an[Insure Person][Insured Student] for due to a covered Injury [or Sickness] subject to: a) [the Per Condition [Aggregate] Maximum] ,[the Per Policy Year [Aggregate] Maximum] [Lifetime Maximum] shown in the Schedule of Benefits, the maximum amount for specific services as shown in the Schedule of Benefits; and d) any Coinsurance [and/or Co-payment] amount set forth in the Schedule of Benefits or any endorsement hereto.

[If an [Insured Person] [Insured Student] receives care from a Preferred Provider, Covered Expenses will be paid at the Preferred Provider level. If a Preferred Provider is not available in the [Insured Person's][Insured Student's] network area, Covered Expenses will be paid at the level of benefits shown as Preferred Provider. If the Covered Expenses are incurred as the result of an Medical Emergency, such Covered Expenses will be paid at the Preferred Allowance as shown in the Schedule of Benefits. [In all other situations, reduced or lower benefits will be provided when a Non-Preferred provider is used]. The benefits payable are as defined in and subject to all provisions of this Policy.]

[Use of the [[University][Student] Health [Center][Services]

A referral from the [[University][Student] Health [Center][Services] is required before benefits are payable. A referral is not needed:

1. [if the Student Health [Service] Center is closed[or on evenings and weekends];

2. [if the covered service is rendered at another facility during school breaks or vacation times];
3. [if medical care is received when the [Insured Person] [Insured Student] is more than [25-100] miles from campus];
4. [if medical care is obtained by an [Insured Person] [Insured Student] who is not eligible to use the [[University][Student] Health [Center][Services]]];
5. [for maternity];
6. [for [intercollegiate] [interscholastic] [club] [athletic] [activity]]];
7. [for psychiatric conditions];
8. [for the primary and preventative obstetric and gynecologic services, examinations or any care related to pregnancy];
9. [for Medical Emergencies [however, the [Insured Person][Insured Student] must return to the [[University][Student] Health [Center][Services] for referral or necessary follow up care].

[Covered Expenses incurred for medical care or treatment rendered for which a referral is required but not obtained will be [excluded from coverage [reduced by [1-75%]].] [This referral requirement does not apply to the [Insured Person's] [Insured Student's] [Dependent(s), Dependent Child (ren).]]

Covered Expenses include:

Each of the following Covered Expenses applies on a case-by-case basis at the option of the Policyholder. Each may be included as shown, modified or deleted.)

In-Patient Hospital Services

Expenses incurred for the In-Patient Hospital services listed below subject to any maximums or limits as shown in the Schedule of Benefits.

Room and Board Expenses for

1. confinement in an intensive care unit[, up to the maximum daily benefit shown in the *Schedule of Benefits*] for each day of such confinement;
2. any other Hospital confinement, [up to the maximum daily benefit shown in the *Schedule of Benefits*] for each day of the Hospital stay.

Hospital Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to, [X-ray, laboratory, [in-hospital physiotherapy,] [nurse services,] [orthopedic appliances,] [pre-admission tests,] [drugs][medical supplies] and all necessary charges other than room and board, for services received during a Hospital stay. [The Company will also pay Covered Expenses incurred for treatment of a Sickness .] [Miscellaneous Expenses also include personal supplies and services, such as barber or beautician services and television when provided during a Hospital Stay].

Physician Expenses incurred for Physician services listed below on an In-patient or Out-patient basis include:

1. [expenses charged for performing a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure. [However, the Company will pay up to [50%-500%] of the benefit for a surgical procedure when more than one surgical procedure through different operating fields is performed during the same surgical session;]
2. expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure.]

3. expenses charged for treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center.]
4. [any braces, splints or other devices required after surgery to ensure proper healing.]
5. [expenses charged for the use of the Physician's surgical facilities.]
6. [expenses charged by a Physician for a second surgical opinion, or consultation.]
7. [expenses charged by a Physician for anesthesia and its administration.]
8. [expenses charged by a Physician for other than pre- or post-operative care, second opinion or consultation for in-Hospital visits; and office visits.]

[Registered Nurse Expense for Private Nursing Care

expenses incurred for treatment performed by a registered nurse for private nursing care while the [Insured Person] [Insured Student] is confined to a Hospital. Private nursing care must be ordered by a Physician and be Medically Necessary. General nursing care provided by the hospital is not covered under this Benefit.]

[Outpatient Services

Expenses incurred for the Out-Patient services listed below subject to any maximums or limits as shown in the Schedule of Benefits.

:

[Out-Patient [Day]] Ambulatory Medical Center

expenses incurred for medical or surgical treatment provided in a licensed facility providing ambulatory surgical or medical treatment that is not a Hospital or Physician's office.] . [The Company will also pay Covered Expenses incurred for treatment of a Sickness]].

Emergency Room Treatment

expenses incurred for outpatient emergency room treatment performed in a Hospital, up to the benefit amount shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Miscellaneous Expense. [The Company will also pay Covered Expenses incurred for emergency room treatment of a Sickness]]. [An Insured [Person][Student] must begin receiving services, supplies or treatment within [24-72 hours] from the time of Accident in order for it to be considered a covered Injury]

[Physician Office Visits

expenses incurred for Medically Necessary care rendered in the Physician's office due to a covered Accident [or Sickness].

[Chiropractic Office Visit

expenses incurred for Medically Necessary chiropractic care rendered in the office. Chiropractic care means services and procedures rendered within the scope of the provider's license. [Supplies, supplements are not covered under the Policy unless specifically covered.]

[Out-Patient [X-Ray, CT Scan, MRI and Laboratory Test]

expenses incurred for [X-ray [, except dental X-rays,] CT Scans, MRI's, and laboratory tests,] for treatment of a covered Injury [or Sickness].

[Radiation Therapy [and Chemotherapy]

expenses charged for radiation and chemotherapy, which includes cobalt therapy, X ray therapy or chemotherapy administered to an [Insured Person] [Insured Student] as treatment for cancer. It does not include laboratory and diagnostic tests.]

[Out-Patient Physiotherapy]

expenses incurred for Out-patient Physiotherapy.

Physiotherapy means: [*Any of the following may be included:*(a)acupuncture; (b) microthermy; (c) chiropractic adjustment; (d) manipulation; (e) diathermy; (f) massage therapy; (g) heat treatment; and (h) ultrasonic treatment].

[Out-Patient Nursing Services]

expenses incurred for Out-patient services rendered by a Nurse.]

[Additional Benefits, subject to any maximums or limits as shown in the Schedule of Benefits.

[Ambulance Services]

expenses incurred for [ground or air; ground] ambulance service to transport [the Insured Person] [Insured Student] from the place where the covered Injury [or] [Sickness] occurred. [The Company will pay Covered Expenses incurred for [ground or air] ambulance transportation from the nearest medical facility to another appropriate medical facility, if a Physician specifies in writing that specialized care not available in the first facility to which [the Insured Person] [Insured Student] was transported is necessary to treat the Injury [or Sickness.] [This benefit is not payable if the Medical Evacuation Benefit is paid.for the same Injury [or Sickness].]

[Medical Equipment Rental]

expenses incurred for rental or, if less, purchase of:

1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for [the Insured Person] [Insured Student] and that can only be used by [the Insured Person] [Insured Student]. Permanent or temporary therapeutic value is solely determined by the Company. Examples of items that are not covered include, but are not limited to: computers, motor vehicles and modifications thereof, ramps and installation costs, [eyeglasses and hearing aids].

[Dental Services]

expenses incurred for dental treatment, including

X-rays, for a covered Injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. for which pulpal tissues are healthy and intact; and

3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include examinations, x-rays, restorative treatment, endodontics, oral surgery or initial braces required for treatment of a covered Injury and treatment of gingivitis resulting from trauma.

Covered Expenses must be incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, the Company will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.]

[Dental Expense for Removal of Wisdom Teeth

expenses incurred for removal of impacted wisdom teeth. Covered Expenses include examinations, x-rays, oral surgery, and anesthesia.]

[Medical Services and Supply

expenses incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gases.

[The Company does not pay for storage of blood for any reason.]]

[Out-Patient Prescription Drugs

expenses incurred for drugs that: (a) can only be obtained through a Physician's written prescription; and (b) are approved for such prescription use by the Federal Drug Administration (FDA), including contraceptive drugs and devices. The Company will also pay expenses incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. [The Covered Expense for a prescription drug is limited to the cost of a generic drug unless: (1) substitution of a generic drug is prohibited by law; or (2) no generic drug is available; or (3) [the Insured Person's] [Insured Student's] Physician specifically requests that a non-generic drug be dispensed to [the Insured Person] [Insured Student]]

[[Eyeglasses][Contact Lens]

expenses incurred for eyeglasses and contact lenses [or hearing aids] [artificial dental devices] [when purchase and fitting is necessary to treat a covered Injury [or Sickness] and/or repair or replacement, when damaged in a covered Injury [or Sickness] or repair or replacement, for which [the Insured Person] [Insured Student] has incurred other Covered Expenses].

[[Artificial Eyes and Larynx]

expenses incurred for [initial] [artificial[eyes][and larynx]], including fitting to treat a covered Injury [or Sickness.] [The Company does not pay for repair or replacement of [[eyes] [or larynx].]

[Home Health Care

expenses incurred for care and treatment rendered to an [the Insured Person] [Insured Student] by a Home Health Agency, for the maximum number of visits, as shown in the *Schedule of Benefits*, for:

1. part-time nursing care by or supervised by a registered graduate nurse;
2. part-time Home Health aide service which consists of caring for the patient;
3. physical, speech and occupational therapies when indicated in conjunction with [the Insured Person's] [Insured Student's] discharge placement through a rehabilitation facility approved by the attending Physician and by the Company;
4. nutritional counseling;
5. medical social services by a qualified social worker licensed by the jurisdiction in which services are rendered.

Home Health care services must be required by a Physician, preceded by a minimum hospital stay and must begin within the specified number of consecutive days of discharge from a Hospital or extended care or rehabilitation facility. The minimum Hospital stay and the number of days of confinement within which Home Health Care must begin are shown in the *Schedule of Benefits.*]

[Rehabilitation Facility

expenses incurred for physical and occupational rehabilitation provided to [the Insured Person] [Insured Student]. Treatment must be rendered by a Physician or provided at a Physician's direction, at a rehabilitation facility.]

[Extended Care Facility

expenses incurred by [the Insured Person] [Insured Student] for treatment of a covered Injury [or Sickness] in an extended care facility. Confinement in such facility must:

1. be preceded by a minimum hospital stay required by a Physician; and
2. begin within the number of consecutive days of a minimum hospital stay, as specified in the *Schedule of Benefits*; and
3. include treatment for which a Physician visits [the Insured Person] [Insured Student] at least once every 30 days.]

[Skilled Nursing Facility

If an [Insured Person][Insured Student] requires continuing treatment in a Skilled Nursing Facility following hospitalization, the Company will pay the Covered Expenses incurred by the [Insured Person][Insured Student] for treatment in such Skilled Nursing Facility.

The services must be Medically Necessary as a continuation of treatment for the condition for which the [Insured Person][Insured Student] was previously hospitalized. The [Insured Person][Insured Student] must be admitted to the Skilled Nursing Facility [within 24 hours of discharge] following a Medically Necessary In-patient Hospital stay.

Definition:

Skilled Nursing Facility means a facility that is primarily engaged in providing inpatient skilled nursing care and related services to patients requiring convalescent and rehabilitative care. The facility must:

- (a) be directed by a duly licensed Physician;
- (b) provide continuous 24 hour a day nursing service by or under the supervision of a registered Nurse (RN);
- (c) maintain a daily medical record of each patient;
- (d) be operated pursuant to law and appropriately licensed or certified;
- (e) be certified by the Medicare program.

Such facility must not include any home, facility or part thereof, used primarily:

- (a) for rest or treatment of tuberculosis;
- (b) for the aged, or for the care of drug addiction;
- (c) for the care and treatment of mental diseases or disorders, or custodial or educational care.]

[Injections

that are administered in a Physician's office and charged on the Physician's statement.]

[Elective Abortion

expenses incurred if, as result of a pregnancy having its inception while this Policy is in force, if an [Insured Person] [Insured Student] has a voluntary abortion.]

[Routine Physical Exam

expenses incurred for an [annual] routine physical exam or gynecological exam each Policy Year.

[Expenses are not subject to the Deductible]]

[[Pelvic][Cervical Screening]

expenses incurred for an annual pelvic examination and pap smear for any non-symptomatic female [Insured Person] [Insured Student].

All examinations and laboratory tests must be performed in accordance with the current guidelines established by the American Cancer Society.

[Expenses are not subject to the Deductible]]

[Bone Mass Measurement

expenses incurred for the diagnosis and evaluation of osteoporosis or low bone mass for Qualified [Insured Person][Insured Student].

Benefits will be paid for one bone mass measurement every 23 months. Benefits will be paid more frequently when Medically Necessary. Conditions that may be considered Medically Necessary include, but are not limited to:

- (1) Monitoring beneficiaries on long-term glucocorticoid therapy of more than three months.
- (2) Allowing for a central bone mass measurement to determine the effectiveness of adding an additional treatment regimen for a qualified individual who is proven to have low bone mass so long as the bone mass measurement is performed 12 to 18 months from the start date of the additional regimen.

Bone mass measurement means a scientifically proven radiologic, radioisotopic, or other procedure performed on a qualified individual to identify bone mass or detect bone for the purpose of initiating or modifying treatment.

Qualified [Insured Person] [Insured Student] means any one or more of the following:

- 1) An [Insured Person] [Insured Student] who is estrogen-deficient and at clinical risk of osteoporosis or low bone mass.
- 2) An [Insured Person] [Insured Student] with radiographic osteopenia anywhere in the skeleton.
- 3) An [Insured Person] [Insured Student] who is receiving long-term glucocorticoid (steroid) therapy.
- 4) An [Insured Person] [Insured Student] with primary hyperparathyroidism.
- 5) An [Insured Person] [Insured Student] who is being monitored to assess the response to or efficacy of commonly accepted osteoporosis drug therapies.
- 6) An [Insured Person] [Insured Student] who has a history of low-trauma fractures.
- 7) An [Insured Person] [Insured Student] with other conditions or on medical therapies known to cause osteoporosis or low bone mass.]]

[Allergy Treatment Expense Benefits

expenses incurred, up to the maximum shown in the Schedule of Benefits for the treatment of allergies.]

[Immunization

expenses incurred by a [Insured Person][Insured Student] for [Immunizations] [Vaccinations,][FluShot,][Gardasil],[when required by the {college/university/school} to enroll,].

[Expenses are not subject to the Deductible]]

[Bedside Visit Benefit

The Company will pay, upon receipt of proof that the [Insured Person][Insured Student] has incurred expenses for [one] economy round-trip [airfare] ticket to, [and the hotel accommodations in,] the place of the In-patient Hospital Confinement for [1] [parent][member of the [Insured Person's][Insured Student's] Immediate Family] to join the [Insured Person][Insured Student].

[The Company will pay Benefits subject to the following conditions:

- (a) [Insured Person][Insured Student] is Hospital confined for at least [5] days;]
- (b) [Prior approval of the claims administrator of this Policy;]
- (c) [In-patient Hospital Confinement must occur at least [25 -500] miles away from the [Insured Person][Insured Student]'s primary place of residence.]]

[Medical Evacuation Benefit

The Company will pay the Benefit Amount, shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the [Insured Person] [Insured Student] [or Insured Dependent] suffers a covered Injury [or] [Sickness] that warrants his Emergency Evacuation while he or she is outside a [100 mile] radius from his current place of primary residence,, [including while on an approved Study Abroad program in a Foreign Country] The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred for all Emergency Evacuations due to the same Accident [or Sickness] from the same or related causes]].

The Physician ordering the Emergency Evacuation must certify that the severity of the [Insured Person's] [Insured Student's] [or] [Insured Dependent's] covered Injury [or] [Sickness] warrants his Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.] All transportation arrangements must be made and approved by [the Company.]

[This Benefit will not be payable if the Ambulance Benefit has been paid for the same Injury {or Sickness}.]

Definitions For purposes of this coverage:

Covered Emergency Evacuation Expense(s) - means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.]; [or] [4. Usual and Customary Expenses]

[Emergency Evacuation - means, if warranted by the severity of the [Insured Person's]] [Insured Student's] [Insured Student's] [or Insured Dependent's] Covered [or Sickness]: (1) the [Insured Person's] [Insured Student's]] [or Insured Dependent's] immediate transportation from the place where he or she suffers an Covered Accident [or Sickness] to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; (2) the [Insured Person's] [Insured Student's]] [or [Insured Dependent's] transportation to his current place of primary residence to obtain further medical treatment in a hospital or other medical facility or to recover after suffering a Covered Accident [or Sickness] and being treated at a local Hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such transportation.]]

[Repatriation Benefits

The Company will pay the Benefit Amount, shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if an [Insured Person] [Insured Student] [or Insured Dependent] suffers loss of life due to covered Injury [or Sickness] while outside a [100 mile] radius from his current place of primary residence, [or while on an approved Study Abroad program in a Foreign Country] the Company will pay for covered expenses reasonably incurred to return his body to his current place of primary residence.

Covered expenses include expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical conveyance and route possible.]; [or] [4. Usual and Customary Expenses]

[The Company] must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact [the Company] in advance.]

[MANDATED BENEFITS

[Breast Reconstruction after Mastectomy Benefit

If an [Insured Person][Insured Student] who is receiving benefits under the Policy in connection with a mastectomy elects breast reconstruction in connection with such mastectomy, Covered Expenses include those incurred for:

- (a) reconstruction of the breast on which the Mastectomy has been performed;
- (b) surgery and reconstruction of the nondiseased breast To Restore and Achieve Symmetry;
- (c) Prosthetic Devices and treatment of physical complications for all stages of a Mastectomy, including lymphedemas (swelling associated with the removal of lymph nodes); and
- (d) hospitalization, for a length of stay as determined by the attending Physician in consultation with the [Insured Person][Insured Student], and consistent with sound clinical principles and processes

Definitions

Coverage for Prosthetic Devices or Reconstructive Surgery means any initial and subsequent reconstructive surgeries or Prosthetic Devices, and follow-up care deemed necessary by the attending Physician.

Prosthetic Devices means the provision of initial and subsequent devices pursuant to an order of the patient's Physician.

Mastectomy means the removal of all or part of the breast for Medically Necessary reasons, as determined by a licensed Physician.

To Restore and Achieve Symmetry means that, in addition to coverage for Prosthetic Devices or Reconstructive Surgery for the diseased breast on which the Mastectomy was performed, Prosthetic Devices and reconstructive surgery for the healthy breast is also covered if, in the opinion of the attending Physician, this surgery is necessary to achieve normal symmetrical appearance.]

[Children's Preventative Health Care Benefit

Expenses incurred for one visit for children's preventative health care services for a Insured Dependent at each of the following age intervals:

- (A) Birth;
- (B) 2 weeks;
- (C) 2 months;
- (D) 4 months;
- (E) 6 months;
- (F) 9 months;
- (G) Twelve months;
- (H) Fifteen months;

- (I) Eighteen months;
- (J) 2 years;
- (K) 3 years;
- (L) 4 years;
- (M) 5 years;
- (N) 6 years;
- (O) 8 years;
- (P) 10 years;
- (Q) Twelve years;
- (R) Fourteen years;
- (S) Sixteen years; and
- (T) Eighteen years.

Benefits are limited to one Physician (provider) per visit for all services rendered.

Benefits for recommended immunization services are exempt from any copayment, coinsurance, deductible, or dollar limit provisions in the policy. All other children's preventive health care services will be paid as any other Sickness.

Definitions:

Children's preventive health care services means physician-delivered or physician-supervised services for eligible Dependents from birth through eighteen (18) years of age, with periodic preventive care visits, including medical history, physical examination, developmental assessment, anticipatory guidance, and appropriate immunizations and laboratory tests, in keeping with prevailing medical standards.

Periodic preventive care visits means the routine tests and procedures for the purpose of detection of abnormalities or malfunctions of bodily systems and parts according to accepted medical practice.]]

[Colorectal Exam Benefit

expenses incurred for an annual colorectal examination for any non-symptomatic [Insured Person] [Insured Student].

All examinations and laboratory tests must be performed in accordance with the current guidelines established by the American Cancer Society.

[Expenses are not subject to the Deductible]]

[Dental Anesthesia Benefit

Expenses incurred for the administration of general anesthesia and Hospital and licensed ambulatory surgical facility charges for dental care provided to an [Insured Person] [Insured Student] in such Hospital or ambulatory surgical facility if:

- (a) The Physician treating the [Insured Person] [Insured Student] certifies that because of the patient's age or condition or problem, hospitalization or general anesthesia is required in order to safely and effectively perform the procedure; and

- (b) The patient:
- (1) is a child under the age of seven who is determined by 2 dentists licensed under Arkansas law to require without delay necessary dental treatment in a hospital or ambulatory surgical center for significantly complex dental condition; or
 - (2) a person with a diagnoses serious mental or physical condition; or
 - (3) a person with a significant behavioral problem as determined by the covered person's physician as licensed under the Arkansas Medical Practice Act.

Treatment may be provided by a dentist in either a Hospital or licensed ambulatory surgical facility.]

[Diabetes Self-management/Supplies Benefit

The Company will pay the Covered Expenses incurred for Physician prescribed Medically Necessary equipment, supplies and self-management training used in the management and treatment of Diabetes.

Definition:

Diabetes means an [Insured Person][Insured Student] with gestational, type I or type II diabetes.]

[Infertility Expense Benefit

The Company will pay the Covered Expenses incurred for the diagnosis and treatment of infertility including, but not limited to: in vitro fertilization, uterine embryo lavage, embryo transfer, artificial insemination, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, and low tubal ovum transfer. Cryopreservation, the procedure whereby embryos are frozen for late implantation, shall be included as an in vitro fertilization procedure.

Benefits, for the above procedures will only be paid regardless of the Experimental or Investigational nature of such procedures. We cover such expenses the same way We treat Covered Expenses for any other Sickness subject to the following conditions:

- (1) The patient is the [Insured Person] [Insured Student] or the spouse of the [Insured Person] [Insured Student] and a Insured Dependent under the Policy, and
- (2) The patient's oocytes are fertilized with the sperm if the patient's spouse, and
- (3) (a) The patient and the patient's spouse have a history of unexplained infertility of at least 2 years' duration; or (b) The infertility is associated with one or more of the following medical conditions: endometriosis;, exposure to Diethylstilbestrol, commonly known as DES; blockage of or a removal of one or both fallopian tubes (lateral or bilateralsalpingectomy) not a result of voluntary sterilization, or abnormal male factors contributing to the infertility, and
- (4) The in vitro fertilization procedures are performed at a medical facility, licensed or certified by the Arkansas Department of Health, those performed at a facility certified by the Arkansas Department of Health which conform to the American College of Obstetricians and

Gynecologists' guidelines for in vitro fertilization clinics, or those performed at a facility certified by the Arkansas Department of Health which meet the American Fertility Society's minimal standards for programs of in vitro fertilization, and

- (5) The patient has been unable to obtain successful pregnancy through less costly applicable infertility treatment for which coverage is available under the policy.]

[Loss/Impairment Of Speech/Hearing Benefit

The Company will pay the Covered Expenses incurred for the Medically Necessary care and treatment of the Loss or Impairment of Speech or Hearing.

We cover such charges the same way We treat Covered Charges for any other Sickness.

Definition

Loss or Impairment of Speech or Hearing means those communicative disorders generally treated by a speech pathologist, audiologist or speech language pathologist licensed by the state board of healing arts or certified by the American Speech-Language and Hearing Association (ASHA) or both and which fall within the scope of his or her license or certification.]

[Maternity & Newborn Benefit

expenses incurred for Inpatient care for mother and newborn in a Hospital for:

- 1) forty-eight (48) hours following a normal vaginal delivery; or
- 2) ninety-six (96) hours following a caesarean delivery.

The Company will also pay Covered Expenses incurred for newborn testing for hypothyroidism, phenylketonuria, galactosemia, sickle-cell anemia, and all other disorders of metabolism for which screening is routinely performed, as well as any testing of newborn infants hereafter mandated by law.]

[Medical/Low Protein Foods Benefit

The Company will pay the Covered Expenses incurred for amino acid modified preparations, low protein modified food products, and any other special dietary products and formulas prescribed under the direction of a physician for the therapeutic treatment of phenylketonuria, galactosemia, organic acidemias, and disorders of amino acid metabolism, that are part of a diet prescribed by a licensed Physician and managed by a health care professional in consultation with a Physician who specializes in the treatment of metabolic disease. Such coverage is provided if the diet is deemed Medically Necessary to avoid the development of serious physical or mental disabilities or to promote normal development for function as a consequence of phenylketonuria, galactosemia, organic acidemias, and disorders of amino acid metabolism

Definitions

Formula

This term means an enteral product or enteral products for use at home that are prescribed by a Physician or nurse practitioner, or ordered by a registered dietician upon referral by a health care provider authorized to prescribe dietary treatments, as Medically Necessary for the treatment of phenylketonuria, galactosemia, organic acidemias, and disorders of amino acid metabolism.

Coverage is not required except to the extent that the cost of necessary Formulas and Special Food Products exceeds the cost of a normal diet.

Special Food Products

This term means a food product that is both of the following:

- (a) prescribed by a Physician or nurse practitioner for the treatment of phenylketonuria, galactosemia, organic acidemias, and disorders of amino acid metabolism, and is consistent with the recommendations and best practices of qualified health professionals with expertise and experience in the treatment and care of such conditions or disorders. It does not include a food that is naturally low in protein, but may include a food product that is specially formulated to have less than one gram of protein per serving; and
- (b) used in place of normal food products, such as grocery store foods, used by the general population.]

**[Prosthetic Appliance and
[Orthotic] Device Benefit**

The Company will pay the Covered Expenses incurred for [initial] prosthetic appliance [and orthotic device], including fitting. [The Company does not pay for repair or replacement of prosthetic appliances.]

**[Prostate-Specific Antigen Test
Expense Benefit**

If an [Insured Person][Insured Student] requires a Prostate-Specific Antigen test, the Company will pay the Covered Expenses incurred for one annual digital rectal examination and a Prostate-Specific Antigen Test, for male insureds upon the recommendation of a Physician licensed to practice medicine in all its branches for:

1. Asymptomatic men age 50 and over;
2. African-American men age 40 and over; and
3. Men age 40 and over with a family history of prostate cancer.

[Expenses are not subject to the Deductible]

[MANDATED OFFERS

**[[Chemical Dependency][Alcohol]
[Drug Abuse] Benefit**

The Company will pay the Covered Expenses incurred, up to the maximum shown in the Schedule of Benefits, if an [Insured Person] [Insured Student] requires [inpatient] [or] [Outpatient] treatment for alcoholism, alcohol abuse, and substance abuse or substance dependency.]

[Hearing Aid Benefit

The Company will pay the Covered Expenses incurred, for hearing aids when purchased and fitted by a professional licensed by the state to dispense a hearing aid or hearing instrument to treat a covered Injury [or Sickness].

We will cover one Hearing aid per ear every 3 years up to the maximum amount shown in the Schedule of Benefits.

No Deductible, Coinsurance [or Co-pay] will apply.

Hearing aid means an instrument or device, including repair and replacement parts, that:

(A) Is designed and offered for the purpose of aiding persons with or compensating for impaired hearing;

(B) Is worn in or on the body; and

(C) Is generally not useful to a person in the absence of a hearing impairment

[Hospice Care Benefit

If an [Insured Person][Insured Student] is Terminally Ill and requires a coordinated plan of home and inpatient care, the Company will cover charges for hospice services furnished to the [Insured Person] [Insured Student] on the same basis as any other Sickness. The services must be under active management through a licensed hospice and approved by Us.

Covered services will include:

- (a) part-time intermittent home nursing care by or under the direction of a graduate Registered Nurse;
- (b) medical supplies, equipment, and medication required to maintain the comfort and manage the pain of the Terminally Ill Insured Person.
- (c) counseling, including dietary counseling, for the Terminally Ill Insured Person;
- (d) Family Counseling for the immediate Family Members and the family caregiver before the death of the Terminally Ill Insured Person;
- (e) Bereavement Counseling for the immediate Family Members or family caregiver of the [Insured Person][Insured Student] for at least the 6 month period following the Insured Person's death or 15 visits, whichever occurs first.

Definitions

Terminally Ill means a medical prognosis given by a Physician that the [Insured Person's][Insured Student's] life expectancy is six months or less.

Bereavement Counseling means counseling provided to the immediate Family Members or family caregiver of the insured after the [Insured Person's][Insured Student's] death to help the immediate Family Members or family caregiver cope with the death of the Insured Person.

Family Counseling means counseling given to the immediate Family Members or family caregiver of the Terminally Ill [Insured Person][Insured Student] for the purpose of learning to care for the Insured Person and to adjust to the death of the Insured Person.]

[Mammography

expenses incurred for mammographic exams.

Benefits will be paid for mammographic exam as follows:

- (a) One baseline Mammogram for a woman 35 through 39 years of age;
- (b) One Mammogram every 24 months for a woman forty through 49 years of age, inclusive, or more frequently upon recommendation of a Physician;
- (c) One Mammogram every 12 months for a woman 50 years of age or older;
- (d) A Mammogram for any woman, upon the recommendation of a Physician, where such woman, her mother or her sister has a prior history of breast cancer.

[Expenses are not subject to the Deductible]

For purposes of this benefit:

Mammogram

means an X-ray examination of the breast using dedicated equipment, including X-ray tube, filter, compression device, screens, films and cassettes specifically for mammography that delivers an average radiation exposure of less than one rad mid-breast with two views for each breast. The term includes the professional interpretation of the film.]

[Mental and Nervous Disorders

The Company will pay the Covered Expenses incurred If an [Insured Person] [Insured Student] requires treatment for Severe Mental Illness, We will pay for such treatment of a person of any age and for Serious Emotional Disturbances of a Child under the same terms and conditions applied to other medical conditions.

The benefits shall include to following:

- (a) outpatient services;
- (b) inpatient Hospital services;
- (c) partial Hospital services; and
- (d) prescription drugs, if the Policy includes prescription drug coverage.

We cover such charges the same way We treat Covered Charges for any other Sickness.

Definitions

Severe Mental Illness shall include: Schizophrenia; Schizoaffective disorder; Bipolar disorder (manic-depressive illness); Major depressive disorders; Panic disorder; Obsessive-compulsive disorder; Pervasive developmental disorder or autism; Anorexia nervosa; and Bulimia nervosa.

Serious Emotional Disturbances of a Child means a child who: (1) has one or more mental disorders as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, that result in behavior inappropriate to the child's age according to expected developmental norms; and (2) meets the criteria of applicable state law.]

[TMJ Disorders

The Company will pay the Covered Expense incurred for surgical [and non-surgical treatment], up to the benefit limit shown in the Schedule of Benefits for the Medically Necessary treatment of a temporomandibular joint and/or craniomandibular disorder.]

[MANDATED CONDITIONAL BENEFITS

[Off-Label Drug Expense Benefit

The Company will pay the Benefit Amount, shown in the *Schedule of Benefits*, for for the Covered Expenses incurred for any Medically Necessary drug, including its administration, prescribed for the treatment of covered chronic, disabling or life-threatening illnesses. Benefits will not be denied based on a Medically Necessary requirement except for reasons that are unrelated to the legal status of the drug use.

The drug must be:

- (a) approved by the U.S. Food and Drug Administration for at least one Indication; and

(b) recognized for treatment of the Indication for which the drug is prescribed in a prescription drug reference compendium approved by the commissioner of insurance or substantially accepted peer-reviewed medical literature.

We will not pay for:

(a) experimental drugs not otherwise approved for any Indication by the U.S. Food and Drug Administration;

(b) any disease or condition that is excluded from coverage under the Policy;
or

(c) a drug the U.S. Food and Drug Administration has determined to be Contraindicated for treatment of the current Indication.

Definitions

Contraindicated means the potential for, or the occurrence of, an undesirable alteration of the therapeutic effect of a prescribed drug prescription because of the presence, in the patient for whom it is prescribed, of a disease condition, or the potential for, or the occurrence of, a clinically significant adverse effect of the drug on the patient's disease condition.

Indication means any symptom, cause, or occurrence in a disease that points out the cause, diagnosis, course of treatment, or prognosis of the disease.]

[LIMITATIONS AND] EXCLUDED EXPENSES

Each of the following Limitations and Excluded Expenses will be included, or will be deleted at the option of the Policyholder and numbers of the Excluded Expenses will be adjusted accordingly.

[Pre existing condition

Benefits [will not be paid][will be paid up to [\$500]] for any expenses incurred for treatment of an [Insured Person's][Insured Student's] Pre-Existing Condition until he has been insured under this Policy;

1. if he enrolled for coverage within [30] days after he first became an Eligible Person, a continuous period of [12] months; or
2. if he enrolled for coverage more than [31] days after he first became an Eligible Person, a continuous period of [18] months.

[Any period during which benefits are not payable for a Pre-Existing Condition will be reduced by the number of months during which the [Insured Person][Insured Student] was insured by another similar health care plan under which coverage ended not more than 63 days before he became insured under this Policy. The [Insured Person][Insured Student] must provide proof of continuous coverage under a prior health icare plan with benefits similar to this Policy.]]

Medical Expense Benefits Maximum [Lifetime] Benefits

[In no event will the Company's total payments for the [Insured Person] [Insured Student] or [Insured Dependent] [list all benefits included in case] exceed the Maximum Benefit Amount for the Accident [and Sickness] Covered Expenses shown in the *Schedule of Benefits.*]

This Policy does not cover any losses caused by, contributed or resulting from, in whole or part, the following:

1. [Services normally provided without charge by the Policyholder's student health service center, infirmary, or Hospital, or by health care providers employed by the Policyholder;]
2. [Preventative medicines, serums, immunizations, or vaccines;]
3. [Speech therapy treatment;]
4. [Private duty nursing or skilled nursing services;]
5. [Home health care services;]
6. [Care and/or treatment in Skilled Nursing Facility;]
7. [Organ transplants;]
8. [Hospice services;]
9. [Pre-existing Conditions as defined in this Policy.]
10. [Nonprescription drugs or medicines;]
11. [Injury sustained [or Sickness contracted] while in service of the Armed Forces of any country, except as specifically provided. Upon the [Insured Person][Insured Student] entering the Armed Forces of any country, We will refund the unearned pro-rata premium to such[Insured Person][Insured Student];]

12. [Sickness, Accident, treatment or medical condition arising out of the play or practice of or traveling in conjunction with [intercollegiate sports], [intercollegiate club sports], [and professional sports];]
13. [Injury resulting from motor vehicle accident to the extent that benefits are payable under any automobile medical expense insurance or automobile no-fault plans;]
14. [Cosmetic surgery and procedures, except as the result of covered Injury occurring while this Policy is in force as to the [Insured Person][Insured Student]. This exclusion shall also not apply to cosmetic surgery which is reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved body part, and reconstructive surgery because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect;]
15. [Illness, Accident, treatment or medical condition arising out of hang-gliding, skydiving, glider flying, parasailing, sail planing, bungee jumping, racing or speed contests, skin diving, parachuting or bungi-cord jumping;]
16. [Expenses incurred for travel to a Foreign Country, for the purpose of seeking medical care or treatment, [except for emergency treatment of an Injury [or Sickness];.]
17. [Injury [or Sickness] for which benefits are paid under any Workers' Compensation or Occupational Disease Law;]
18. [Services incurred prior to the [Insured Person's][Insured Student's] Effective Date or during an In-patient Hospital Confinement in one or more facilities which began prior to the [Insured Person's][Insured Student's] Effective Date;]
19. [Expense incurred as the result of dental treatment, except as specifically provided in this Policy. [This exclusion does not apply to treatment resulting from Injury to natural teeth [repair or replacement of existing [dentures] [partial dentures][bridgework] [braces];]
20. [Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain;]
21. [Expense incurred after the date insurance terminates for an [Insured Person][Insured Student] except as may be specifically provided in the Extension of Benefits Provision, when applicable;]
22. [Medical services that are not Medically Necessary or that do not conform with medical standards of practice within the community. Also services and supplies in connection with Experimental or Investigational Care for the terminally ill;]
23. [Injury [or Sickness] resulting from declared or undeclared war; or any act thereof;]
24. [Charges for treatment of any Injury [or Sickness] due to an [Insured Person's][Insured Student's] commission of, or attempt to commit a felony, or a crime which would be considered a felony if prosecuted;]
25. [Injury due to participation in a riot;]
26. [Charges for which [Insured Person][Insured Student] have no legal obligation to pay in absence of this or like coverage;]
27. [Services or supplies rendered by an Immediate Family Member of the [Insured Person][Insured Student]. ;]
28. [Personal hygiene/convenience items; telephone consultations, missed appointments, photocopies or medical records, or completion of claim forms; expenses incurred for custodial care or services not needed to diagnose or treat an Injury or Sickness, including but not limited to services related to the activities of daily living;]

29. [For services, supplies or treatment, including any period of In-Patient Hospital Confinement, which were not recommended, approved and certified as necessary and reasonable by a Physician; or expenses non-medical in nature;]
30. [Expenses incurred in connection with foot care only to improve comfort or appearance such as care for weak, strained or flat feet; subluxation; corns; calluses; bunions, except open cutting operations; routine care of toenails, except for the removal of the nail root and necessary services in treatment of metabolic or peripheral-vascular disease; treatment of the instability and imbalance of the feet; and any tarsalgia, metatarsalgia. Expenses incurred for the care and treatment of Injury, infection, or disease are not excluded;]
31. [Screening examinations, including X-ray examinations made without film;]
32. [Expenses incurred in connection with family planning, the enhancement of fertility, fertility tests, correction of infertility, in-vitro fertilization, artificial insemination, and services or supplies for inducing conception;]
33. [Expenses incurred in connection with a voluntary sterilization procedure or any sterilization reversal process;]
34. [Inpatient charges for physical therapy or diagnostic services if physical therapy and diagnostic services are available on an Outpatient basis;]
35. [Physical therapy unless recommended by the Student Health Center;]
36. [Treatment of obesity, including any care which is primarily dieting or exercise for weight , except for surgical treatment of morbid obesity;]
37. [Expenses incurred for transsexual surgery or any treatment leading to or in connection with transsexual surgery;]
38. [Marriage, family, and group counseling;]
39. [Services or supplies primarily for educational, vocational or training purposes, except the initial visit to diagnose and determine if a medical condition is causing a learning disability;]
40. [Expense incurred for eye examinations or prescriptions, eyeglasses, and contact lenses (except for sclera shells which are intended for use of corneal bandages), eye refractions, vision therapy, multiphasic testing, or lasix or other vision procedures except as required for repair caused by a Injury;]
41. [Well baby care, including routine exams and immunizations;]
42. [Routine periodical physical examinations [and routine chest x-rays];]
43. [Expenses incurred for allergy testing [and allergy treatment];]
44. [Treatment provided in a governmental Hospital unless there is a legal obligation to pay such charges in the absence of insurance;]
45. [Blood plasma, except charges by a Hospital for the processing or administration of blood;]
46. [Expenses for any service or supply not specified in this Policy as a covered service;]
47. [An amount of a charge in excess of the Usual and Customary Charge;]
48. [Elective treatment or elective surgery;]
49. [Services not Medically Necessary;]
50. [Oral contraceptives and other forms of contraception used for contraceptive purposes only;]

51. [Expenses for emergency room treatment for an Injury [or Sickness] not a Medical Emergency as defined in this Policy, including emergency "follow-up" visits;]
52. [Accident occurring in consequence of riding as a passenger or otherwise in any vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a scheduled airline maintaining regular published schedules on a regularly established route;]
53. [Treatment of Mental or Nervous Disorders;]
54. [Treatment of alcohol and substance abuse ;]
55. [For international students, expenses incurred within the [Insured Person's][Insured Student's] Home Country or country of regular domicile;]
56. [[In Missouri - suicide, attempted suicide, or intentionally self-inflicted injury only while sane;] [Suicide, attempted suicide, or intentionally self-inflicted injury [while sane, or insane [except in Missouri;]]]
57. [Injuries incurred by the [Insured Person][Insured Student] while intoxicated or under the influence of any drug unless taken as prescribed by a Physician;]
58. [Expense incurred for: [tubal ligation;][vasectomy;] breast implants; breast reduction; sexual reassignment surgery; impotence (organic or otherwise); non-cystic acne; non-prescription birth control; submucous resection and/or other surgical correction for deviated nasal septum, other than for required treatment of acute purulent sinusitis; circumcision; gynecomastia; hirsutism;]
59. [Voluntary or elective abortion; [pregnancy of a dependent child];]
60. [Expense incurred for any service, treatment or supply for the diagnosis or treatment of sexual dysfunction (including erectile dysfunction). This includes, but is not limited to, drugs [except as noted], laboratory and x-ray tests, counseling, transsexual procedures or penile prostheses necessary due to any medical condition or organic disease. A penile prosthesis will be eligible for payment only after prostate surgery; [Physician-prescribed Viagra will be limited to six (6) tablets per month];]
61. [Illegal drugs;]
62. [Medicines not taken in the dosage or for the purpose prescribed by the [Insured Person's][Insured Student's] Physician;]
63. [Expense incurred for: topical acne treatments, moles, non-malignant warts or lesions, fertility medication; legend vitamins or food supplements; smoking deterrents; immunization agents; biological sera; drugs to promote or stimulate hair growth; experimental drugs; drugs dispensed in a rest home or Hospital, except as provided under the In-patient Hospital Expense Benefit;]
64. [Expenses incurred for any experimental drug or drug combination which the Federal Food and Drug Administration (FDA) has not approved for any indication, or for any drug which the FDA has determined to be contraindicated for a particular condition;]
65. [Testing, treatment, or services for any condition in the absence of [Sickness or] Injury;]
66. [Expenses incurred for replacement braces [and appliances, except for repair or replacement that is required by a changed condition due to [Sickness or] Injury[Orthopedic appliances used mainly to protect an injury so that the [Insured Person][Insured Student]can take part in {interscholastic, intercollegiate and club sports}];]
67. [Spinal manipulation, including adjustment and other chiropractic-type services;]
68. [Alternative health care, including (but not limited to) acupuncture, except as specifically provided, acupressure, biofeedback, reflexology, and rolfing type services;]

69. [Expenses incurred for services or supplies for the diagnosis and treatment of sleep disorders, including but not limited to apnea monitoring and sleep studies;]
70. [Hearing aids, including exams for fitting, except as required to correct damage caused by an Injury which occurs while the patient is covered by this Policy, provided they are obtained within four months of the date of the Injury;]
71. [Services, supplies and facility that are provided mainly for a rest cure, maintenance or custodial care;]
72. [Expense for hair replacement, wigs or wig maintenance;]
73. [Services that have already been paid by another insurance carrier, even if those services would have otherwise been covered by this Policy;]
74. [Any treatment, service or supply in excess of the any benefit limit specified in this Policy;]
75. [Care, treatment or supplies furnished by a program or agency funded by any government;]
76. [Hospital inpatient admissions primarily for diagnostic studies when bed care is not Medically Necessary;]
77. [Professional services billed by a Physician or Nurse who is an employee of a Hospital or Skilled Nursing Facility, and who is paid by that facility for the service;]
78. [Treatment, services and supplies incurred for Nicotine addiction;]
79. [Patient controlled anesthesia.]
80. [Treatment, services and supplies of developmental delay disorders, behavioral disorders and learning disorders including [Attention Deficit Disorder] [Autism Spectrum Disorders] .]
81. [Hypnosis;]
82. [Maternity care for a Dependent Child;]
83. [Health spa or similar facilities: strengthening programs;]
84. [Treatment of an Injury resulting from or contributed to by [frostbite] [fainting or seizures or][heatstroke or heat exhaustion;]
85. [Chemotherapy;][Radiation; therapy;] [Chronic pain Disorders;]

CLAIM PROVISIONS

Claim Forms

The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the for which claim is made. The notice should include the [Insured Person's] [Insured Student's] name, the [Policyholder's] name and the Policy number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

Notice of Claim

Written notice of claim must be given to the Company within [20-90] days after the occurrence or commencement of the [Insured Person's] [Insured Student's] covered Accident, or [Sickness] or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at [100 Overlook Center, 2nd Floor, Princeton, NJ 08540], with information sufficient to identify the [Insured Person] [Insured Student], is deemed notice to the Company. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.

Payment of Claims

All benefits for loss other than death, will be paid to the [Insured Person][Insured Student]. All or a portion of the benefits, if any, provided by this Policy may be paid directly to the Hospital or person rendering such services as long as there is a valid assignment of benefits. It is not required that the service be rendered by a particular Hospital or person. Death benefits, if any, will be paid to the beneficiary chosen by the [Insured Person] [Insured Student]. This choice must be in writing and filed with Us. If the [Insured person] [Insured Student] has not chosen a beneficiary, or if there is no beneficiary alive when the student dies, We will pay:

- (a) his parents or legal guardian, if a minor;
- (b) otherwise, We will pay his estate.

No benefits will be paid under the Policy to any provider, hospital or clinic if such benefits have been paid to the [Insured Person][Insured Student] prior to Our receiving the claim. Payment of benefits to any provider, hospital or clinic will discharge Us from all liability to the extent of any such payment.

Covered Expenses paid on behalf of an [Insured Person] [Insured Student] will be paid to the human services department when:

- (a) the human services department has paid or is paying benefits on behalf of such person under the State's medicaid program pursuant to Title XIX of the federal Social Security Act, 42 U.S.C. 1396, et seq.;
- (b) payment for the services in question has been made by the human services department to the medicaid provider; or
- (c) We are notified that such person receives benefits under the medicaid program and that benefits must be paid directly to the human services department.

Time of Payment of Claims

Benefits payable under the Policy for any covered loss will be paid as they accrue and as soon as due written Proof of such loss has been received by Us..

Legal Actions

No action at law or in equity will be brought to recover benefits under this Policy less than [60-1095] days after satisfactory proof of has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time Proof of Loss is required to be furnished under this Policy.

Physical Examination

The Company, at its own expense, has the right and opportunity to examine the [Insured Person] [Insured Student] when and as often as the Company may reasonably require while a claim is pending and to make an autopsy in case of death, where it is not prohibited by law].

Proof of Loss

Written Proof of Loss must be furnished to the Company within [90-180] days after the date of the loss. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Right of Recovery

If Our payments exceed the maximum amount payable under any benefit provisions [or riders] of this Policy, we have the right to recover the excess of such payments.

[Subrogation

The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the [Insured Person] [Insured Student] from anyone liable for the loss . If the [Insured Person] [Insured Student] recovers from anyone liable for the loss , the Company will be reimbursed first from such recovery to the extent of the Company's payments to the [Insured Person] [Insured Student]. The [Insured Person] [Insured Student] agrees to assist the Company in preserving it's rights against those responsible for such loss , including but not limited to, signing subrogation forms supplied by the Company.]

ADMINISTRATIVE PROVISIONS

[Cancellation

(Optional, depending on Policy Term)

The Company or the Policyholder may cancel this Policy, [after the first year] [or] [Policy Term], [as of any Premium Due Date] by giving the other party [31; 45; 60 days] advance written or authorized electronic notice. Any premium rate guarantee will not affect the Company's or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation does not affect a claim for a loss when the loss occurs before the cancellation date.]

Grace Period

A grace period of [31-180] days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Policyholder has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Rate Table*, the plan and amounts of insurance in effect for [Insured Persons] [Insured Students] and the premium mode selected, as shown in the *Schedule of Benefits*. The Company will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all [Insured Persons] [Insured Students] [Optional, i.e. Included only when contributory coverage is offered: including any amounts contributed toward the cost of the coverage by [Insured Persons] [Insured Students].] The initial premium is due on the Policy Effective Date [and each succeeding premium is due on the next succeeding premium due date, as shown in the *Schedule of Benefits*.] unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the premium due date of the unpaid premium, except as provided in any applicable Grace Period section.

Premium Rate Changes

The Company may change premium rates at the end of any Policy Term [or any Premium Rate Guarantee Period] with at least [31; 45; 60 days] advance notice mailed to the last known address of the Policyholder. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

[Premium Audit

The Company will have the right to audit books and records of the [Policyholder, Subscriber] at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.]

[Refund of Premium

If an Insured {person}[Student]withdraws from the university within the first {ten (10)} days of the first semester, and has not yet submitted a claim, he or she will receive a full refund of the insurance premium. If an Insured Student withdraws from the university after{ten (10)} days of the first semester, his coverage will remain in effect until the end of the term for which he or she was charged premium. If the Insured [Person][Student] withdraws: (a) other than due to entering any military service; and (b) after the first {ten (10)} days of the semester, no premium refund will be made.

[Those Insured [Persons][Students] withdrawing from school to enter military service will be entitled to a pro-rata refund of premium upon written request at the timeof the withdrawal from school, and coverage will end as of the date of such entry.]

[The Insured [Person][Student] may cancel their coverage with {ten (10)} working days of the Effective Date of coverage by submitting a request for cancellation in writing to the university. Under no circumstances will a cancellation refund be provided if the Insured Person has filed a claim with Us.]]

[Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder, satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid [, but not to any period more than [60 days] prior to the date of reinstatement.]]

GENERAL PROVISIONS

Addition of New Individuals

All individuals added to the Classes of Eligible Person's in the *Schedule of Benefits* are eligible for insurance under this Group Policy.

Certificates/Brochures

Where required by law, the Company will provide a certificate of insurance or summary of coverage brochure for delivery to the [Insured Person] [Insured Student]. Each certificate/brochure will set forth a statement as to the insurance coverage to which the [Insured Person] [Insured Student] is entitled, and to whom the insurance benefits are payable, and a statement as to Insured Dependent's coverage. If eligible Dependents are included in the coverage, the Company need only issue one certificate to each family unit.

Clerical Error

An [Insured Person's] [Insured Student's] coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, the Company will adjust the premium fairly.

Conformity with Statutes

Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Entire Contract; Changes

The Policy, Master Application and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any [Insured Person] [Insured Student] will be considered representations and not warranties. No written statement made by an [Insured Person] [Insured Student] will be used in any contest unless a copy of the statement is furnished to the [Insured Person] [Insured Student] or, in the event of the death or incapacity of the [Insured Person] [Insured Student], to his beneficiary or personal representative.

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

[If an enrollment form for an [Insured Person] [Insured Student] is required, it may also be made a part of this Policy at the Company's option.]

Examination of the Policy

The Policy will be available for inspection at the Policyholder's office during regular business hours.

Incontestability

After a [Insured Person] [Insured Student] has been insured under the Policy for two years during his lifetime, no statement made by the [Insured Person] [Insured Student], [except a fraudulent one,] will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the [Insured Person] [Insured Student] and a copy is given to the Policyholder, the [Insured Person] [Insured Student] or the beneficiary.]

Misstatement of Fact

If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Noncompliance with Policy Requirements

Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any Policy provision will not be a waiver or amendment of that provision.

Records

The Policyholder or its authorized Administrator will maintain the records of the [Insured Person's] [Insured Student's] insurance under this Policy. The Company will be permitted to examine the Policyholder's records relating to the insurance under this Policy at any reasonable time. The Policyholder is acting as an agent of the [Insured Person] [Insured Student] for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Insurance Company.

[Reporting Requirements

The Policyholder or its authorized agent must report all of the following to the Company by the premium due date:

1. The names of all persons insured on the Policy Effective Date;
2. The names of all persons who are insured after the Policy Effective Date;
3. The names of those persons whose insurance has terminated;
4. Additional information required by the Company.]

[The Company may, at the Company's sole discretion, waive reporting of any information specified above.]

Workers' Compensation

This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

[COORDINATION OF BENEFITS]

This section will be used to determine an [Insured Person][Insured Student]'s benefits under this Policy if:

the [Insured Person][Insured Student] is insured for medical expense benefits under this Policy and is also covered for these benefits under other Plans,

and

the benefits that would be paid by this Policy, without this section

PLUS

the benefits that would be paid by the other Plans, without a section similar to this section
WOULD EXCEED ALLOWED EXPENSES as defined below.

DEFINITIONS:

PLAN means a plan which provides benefits or services for, or by reason of, hospital, surgical, medical, or dental care or treatment through:

1. group, blanket or franchise insurance coverage; this does not apply to blanket school accident only coverages;
2. pre-paid plans for:
 - group hospital service;
 - group medical service;
 - group practice;
 - individual practice; and
 - any other such plans for members of a group;
3. any plan provided by:
 - labor management trusts;
 - unions;
 - employer organizations;
 - professional organization; or
 - employee benefit organizations;
4. a government program, or statute, other than a state medical assistance plan that implements Title XIX of the Social Security Act of 1965;
5. any group or group type hospital indemnity of more than \$200.00 per day;
6. Medicare (Title XVIII of the Social Security Act); and
7. any part of a state auto reparation or indemnity act (no fault insurance) with which the state permits coordination.

Plan does not include individual or family policies; individual or family subscriber contracts except as stated. Nor does it include any group or group type hospital indemnity or medical payment benefits customarily included in the traditional automobile contracts.

THIS PLAN means the medical care benefits provided by this Policy.

ALLOWED EXPENSE means an expense which is:

- necessary, reasonable and customary;
- incurred while the person (for whom the claim is made) is insured, or is entitled to benefits after insurance ends, under this Policy; and
- at least partly covered under one of the Plans covering such [Insured Person][Insured Student].

When this Plan does not pay its benefits first, Allowed Expense will not include an expense which is not paid because of the claimant's failure to comply with the cost containment requirements of the Plan which pays its benefits first.

When a Plan provides a benefit as a service rather than a cash payment, the reasonable cash value of the service will be considered to be both an allowed expense and a benefit paid.

EFFECT ON BENEFITS UNDER THIS PLAN

When this section is used, the rules listed below will determine the amount of benefit each Plan will pay. All benefits will be determined on a calendar year basis.

These rules may require this Plan to pay its benefits first. If so, this Plan will pay its full benefits without taking into account other Plan benefits. These rules may require one or more of the other Plans to pay their benefits before this Plan. If so, this Plan will reduce its benefits so that in any calendar year, the sum of all benefits to be paid to a person (by this and all other Plans) equals the allowed expenses for that year. Benefits to be paid under other Plans include benefits that would be paid if proper claim is made for such benefits.

RULES TO DETERMINE WHICH PLAN PAYS FIRST

A Plan, or part of one, that does not have a section similar to this section will pay its benefits before a Plan that has such a section.

In all other cases, the Plan that will pay its benefits first will be:

1. The Plan which covers the [Insured Person][Insured Student] as an employee rather than as a full or part-time student.
Item 1 will not apply unless a similar provision is contained in all Plans. In this case item 2, 3 or 4 will determine which Plan pays first.
2. If 1 does not apply, the Plan which covers the person as a full or part-time student rather than as a dependent.
3. If 1 and 2 do not apply, the Plan which covers the person as a dependent of the parent whose month and date of birth occurs earlier in the year. If the other Plan has a rule based on the gender of the parent, the gender rule will determine the order of benefits. However, a child's parents may be divorced or separated. If so, the Plan to pay its benefits first will be the Plan which covers the child as a dependent of the parent with custody rather than as a dependent of the parent without custody. If the parent with custody remarries:
 - the Plan which covers the child as a dependent of a parent with custody will pay its benefits first;
 - the Plan which covers the child as a dependent of a stepparent will pay its benefits next; and
 - the Plan which covers the child as a dependent of a parent without custody will pay its benefits last.

A court decree may require the parent without custody to be financially responsible for the child's health care. If so, the Plan to pay its benefits first will be the Plan which covers the child as a dependent of the parent with such responsibility rather than as a dependent of any other person.

4. If 1, 2, or 3 do not apply, the Plan which has covered the [Insured Person][Insured Student] for the longer time rather than the shorter time.

If the benefits of this Plan are reduced due to these rules, such reduction will be done in proportion. Any benefits paid by this Plan on a reduced basis will be charged against the benefit limits of this Plan.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

For this section to work, We must exchange information with other Plans. To do so, We may give to, or get from any source all such information necessary. This will be done without the consent of or notice to any person. Any person claiming benefits under this Plan must give to Us the required information.

FACILITY OF PAYMENT

Another Plan may pay a benefit that should be paid by Us by terms of this section. If this happens, We may pay to such payor the amount required for it to satisfy the intent of this section. This will be done at Our discretion. Any amount so paid will be considered a benefit under this Plan. We will not be liable for such payment after it is made.]

[EXCESS [AND PRIMARY EXCESS]] PROVISION

[EXCESS PROVISION

No benefit under this Policy is payable for any Covered Expense incurred for Injury [or Sickness] which is paid or payable by Other Valid and Collectible Medical Insurance except under an automobile insurance policy.

Covered Expenses exclude amounts not covered by the primary carrier due to penalties imposed on the Insured Person for failing to comply with policy provisions or requirements.]

[PRIMARY EXCESS PROVISION

[After We pay an initial amount as shown in the *Schedule of Benefits*, no benefits in excess of this initial amount are payable under this Policy for any Covered Expenses incurred for Injury [or Sickness] which is paid or payable by Other Valid and Collectible Insurance except under an automobile insurance policy.]

[This Plan of insurance is primary for [[University][Student] Health [Center][Services] charges. Otherwise this Plan of insurance is secondary to any benefits paid or payable by Other Valid and Collectible Medical Insurance, except under an automobile insurance policy. Benefits paid or payable by Other Valid and Collectible Medical Insurance include benefits that would have been received had a claim for benefits been duly made therefore.]

Covered Expenses exclude amounts not covered by the primary carrier due to penalties imposed on the [Insured Person][Insured Student] for failing to comply with Policy provisions or requirements.]]

[APPEALS PROCEDURE

If a claim is wholly or partially denied, a written notice will be sent to the [Insured Person][Insured Student] containing the reason for the denial. The notice will include a reference to the provision in the Plan description and a description of any additional information which might be necessary for reconsideration of the claim. The notice will also describe the right to appeal. A written appeal, along with any additional information or comments, may be sent within 6 months after notice of denial. In preparing the appeal, the [Insured Person][Insured Student], or his representative, may review all documents related to the claim and submit written comments and issues related to the denial. After the written notice is filed and all relevant information is presented, the claim will be reviewed and a final decision sent within 60 days after receipt of the notice of the appeal. Under special circumstances, an extension for further review will be granted, but not for longer than 60 additional days.]