

University of Central  
Arkansas  
2018 - 2019



International Student  
Health Insurance  
Plan Brochure

[www.lewermark.com/uca](http://www.lewermark.com/uca)

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## **Program Managed and Administered by:**

**The Lewer Agency, Inc.** *(the “Program Manager”)*

4534 Wornall Road | Kansas City, MO 64111 | 1(800) 821-7710

## **Underwritten by:**

**Sirius International Insurance Corporation** *(the “Company”)*

UK Branch | 20 Fenchurch Street, 4th Floor | London EC3M 3BY, UK

**Policy Number: LM-183319**

# IMPORTANT CONTACT INFORMATION

## LEWERMARK CUSTOMER SERVICE



For questions regarding benefits or claims status, contact:

- Toll Free: **1 (800) 821-7710** (Monday–Friday, 8:00 a.m. to 6:00 p.m. CT)
- Chat us at: [www.lewermark.com](http://www.lewermark.com)
- Email us at: [lewermarksupport@lewer.com](mailto:lewermarksupport@lewer.com)
- Your school webpage: [www.lewermark.com/uca](http://www.lewermark.com/uca)
- The Lewer Agency, Inc. | Student Insurance | P.O. Box 32247 | Kansas City, MO 64171

## INTERNATIONAL STUDENT SUPPORT PROGRAM



The International Student Support Program is designed to help international students face the challenges of balancing school, adjusting to a new culture and adapting to their other responsibilities.

- Download: Free “My SSP” app from your device’s app store today
- Web: [us.myissp.com](http://us.myissp.com)
- Toll Free: **1 (866) 743-7732**
- Phone: **001-416-380-6578** (If calling outside of North America)
- Available 24/7

## MYNURSE 24/7



MyNurse 24/7 provides you with free access to speak with a nurse regarding your health questions or concerns anytime day or night.

- Toll Free: **1 (866) 549-5076**
- Available 24/7

## SCHOLASTIC EMERGENCY SERVICES



Students, staff or parents should contact Scholastic Emergency Services if there is a life-threatening emergency or illness.

- Toll Free: **1 (877) 488-9833** (Toll free inside the USA)
- Phone: **1 (609) 452-8570** (If calling outside of the USA)
- Email: [medservices@assistamerica.com](mailto:medservices@assistamerica.com)
- Web: [www.assistamerica.com/students.aspx](http://www.assistamerica.com/students.aspx)
- Reference Number: **01-AA-LEW-05034**
- Available 24/7

## PPO NETWORK



To locate doctors and facilities within the Cigna network, visit:

- Web: <https://hcpdirectory.cigna.com/web/public/providers>

## INTERNATIONAL STUDENT SUPPORT PROGRAM

### Tailored Support for International Students

The International Student Support Program is designed to help international students face the challenges of balancing school, adjusting to a new culture and adapting to their other responsibilities.



Help is available from a network of qualified professionals for no additional charge

**Morneau Shepell's International Student Support Advisors can help anytime, anywhere with:**

- Adapting to new cultures
- Being successful at school
- Relationships with friends and family
- Stress, sadness, loneliness and more

**Students can connect with an Advisor who:**

- Speaks their language
- Understands their culture
- Keeps their information confidential
- Is available 24/7 and at no cost to the student

### CONTACT MORNEAU SHEPELL 24/7

**1(866) 743-7732**

**001-416-380-6578**

(If calling outside of North America)

## MYNURSE 24/7

### Medical Help Line for International Students

MyNurse 24/7 features friendly, experienced, Registered Nurses who can help you decide what your best choices are, and are available day or night. They can assist you with any health issues or questions, and can provide general health and wellness information.



**Both the call and the service are free and available 24 hours, 365 days a year. In addition, translator services are available in 200 languages.**

### CONTACT MYNURSE 24/7

**1(866) 549-5076**

Call toll-free 24 hours, 365 days a year  
In case of emergency, call 911

## When should I think about going...

### TO THE STUDENT HEALTH CENTER OR URGENT CARE

- Colds, Coughs, and Sore Throats •
- Earaches •
- Minor Cuts •
- Potential Muscle / Ligament Strain •
- Sunburn / Minor Cooking Burn •
- Itchy Skin/ Rashes •
- Fever / Flu •
- Sexually Transmitted Diseases •
- Pregnancy Testing •
- Problems with Urination •

### TO THE EMERGENCY ROOM

- Loss of Consciousness
- Intolerable / Uncontrollable Pain
- Shortness of Breath
- Chest Pain / Pressure
- Poisoning
- Major Injuries
- Severe / Worsening Insect Bite or Allergic Reaction
- Unable to Move
- Severe Bleeding
- Deep Cuts requiring stitches
- Broken Bone

*Note: LowerMark does not offer medical advice. This information is presented to help international students better understand the U.S. health care provider and delivery system. In all situations, you should rely on your own best judgement in choosing when and where to receive health care services.*

# SCHOLASTIC EMERGENCY SERVICES (SES)

## Service Arrangement for Emergency Situations

Students, staff and/or parents should contact Scholastic Emergency Services if there is a life-threatening emergency or illness. Scholastic Emergency Services is a service-arranger, not insurance, so please contact them first as they cannot reimburse for any services you pay for or use. SES will not pay for services on a reimbursement basis, so you must contact them immediately.



**If you call 911 for a medical emergency, your next phone call should be to Scholastic Emergency Services.** They will make all arrangements for you to provide for the following:

- Assistance Finding a Provider
- Translation Assistance
- Medical Evacuation or Transportation
- Critical Care Monitoring
- Compassionate Family Visit
- Medical Trauma Counseling
- Prescription Assistance
- Emergency Message Transmission
- Repatriation or Return of Mortal Remains

**IMPORTANT:** You must call SES prior to using any of the above services

### CONTACT SES 24/7

**1 (877) 488-9833** (Toll free inside the USA)

**1 (609) 452-8570** (If calling outside the USA)

Reference Number: **01-AA-LEW-05034**

# HOW TO PRINT AN ID CARD

To print an ID card, go to [www.lewermark.com](http://www.lewermark.com) and at the top of the page, under **My Account**, click **Student**.

Using the drop-down menus, select your state and school.



Once you are at the login screen, your user name is your student ID number, and the default password is your date of birth (mmddyyyy). *For example: July 8, 1998 would be 07081998.*

Click the menu icon in the upper left-hand corner and select **Online ID Card**.

Download to print or save your card electronically.

Note: If you are a returning student who has logged into your online account before, you may have changed your password from your date of birth. Use that password instead.

If you are unable to retrieve your insurance card, please call LewerMark at **1 (800) 821-7710, Option 2**.

 Submit Medical Claims to CIGNA PO Box 188061 Chattanooga, TN 37422-8061 NEIC# 62308  ID: 123456789 INSURED: Student GROUP: LewerMark University GROUP #: 123  Office Visit Copay:\$20 Hospital Copay:\$50 ER Copay:\$100  Cigna Pharmacy Management Rx Bin 017010 RxPCN 05190000 Rx Grp 0016672  LewerMark Customer Service 800-821-7710 <a href="http://www.lewermark.com">www.lewermark.com</a>	
<b>LewerMark Student Health Insurance</b>	
For information concerning eligibility, benefits or claims call LewerMark at 800-821-7710 or <a href="mailto:lewermarksupport@lewer.com">lewermarksupport@lewer.com</a>	
CIGNA Pharmacy Help Line 800-325-1404 Pharmacy use Only	For Other Claims Mail To: The Lewer Agency, Inc P.O. Box 32247 Kansas City, MO 64171
Scholastic Emergency Services (Reference # 01-AA-LEW-05034) 877-488-9833 inside the USA or 609-452-8570 outside of the USA <b>Morneau Shepell's International Student Support Program</b> (Help Line): 800-227-8620 or visit <a href="http://www.mystudent-support.com">www.mystudent-support.com</a> 24 Hour Nurse Line: 866-549-5076	
To find a CIGNA provider visit: <a href="http://www.hopdirectory.cigna.com">www.hopdirectory.cigna.com</a> Benefits are not insured by Cigna or affiliates. Possession of this card does not guarantee coverage. Underwritten by: Sirius International Insurance Corp UK Branch	

# HOW TO FIND A DOCTOR

Go to [www.lewermark.com](http://www.lewermark.com) and select **Resources**. Select **Find a Doctor or Pharmacy**, and then **Find a CIGNA Provider**. Under **Search Location**, type the zip code of the area in which you would like to search. Click **Pick** under **Select a Plan**. Click on **Medical Plans**, and then select **PPO, Choice Fund PPO**. You can then search by specialty or provider name.



Login to myCigna

Find a Doctor/Dentist

Search



Home » Choose a Directory » Find Providers

## Find Providers

SEARCH LOCATION:

Chicago, IL

[Use my current location](#)

SELECT A PLAN:

PICK

Medical: No Plan Selected  
Dental: No Plan Selected

SEARCH:

E.g. Dr. Smith, general dentist, hospital



Looking for a provider or specialty ("primary care provider," "oral surgeon")? [Browse the A-to-Z glossary](#)




### Nearest Urgent Care

We have found **Avecina Medical PA** located 0.3 miles from your search location. [Map all urgent care near my current location.](#)

# WHAT IS A CLAIMS QUESTIONNAIRE?

You may receive a questionnaire in the mail after you visit the doctor or go the hospital. This is called a Claims Questionnaire. When we receive your claim for a medical condition or an accident, we use it to find out more information in order to process your claim. A sample questionnaire is shown below:

<b>CLAIMS QUESTIONNAIRE</b> <i>Administered by: The Lewer Agency, Inc.</i>	Please submit completed form to: <a href="mailto:lewermarksupport@lewer.com">lewermarksupport@lewer.com</a> The Lewer Agency PO Box 32247 Kansas City, MO 64171	
	<b>Important: An incomplete questionnaire could result in the delay of processing your claim.</b>	
Your Name: _____	Date of Birth (mm/dd/yyyy): _____	
Name of Your School: _____	Your Insurance I.D. Number: _____	
Your Present mailing address: _____	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female _____	
Your E-mail address: _____	Visa Type: _____ Home Country: _____	
<b>If you are not the student, please fill out the following:</b>		
Name: _____	Date of Birth (mm/dd/yyyy): _____	
Relationship to student: <input type="checkbox"/> Spouse <input type="checkbox"/> Child	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	
<b>If your claim was the result of an injury or an accident, please complete the following:</b>		
Date of injury or date your symptoms were first noticed: _____		
If your claim was the result of an injury or accident, please provide as many details as possible. If this was due to a car accident or crime, please attach copy of police report and your driver's license: _____		
_____		
Was injury the result of participation in Intercollegiate College Sports? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which sport? _____		
If no, was injury the result of participation in Intramural/Club Sports? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which sport? _____		
<b>If your claim was the result of sickness, please complete the following:</b>		
Provide the name and address of doctor who is treating you for this condition: _____		
_____		
Have you ever been treated for this condition before? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide the date when you were first seen or treated by a doctor for this condition (include treatment in your home country) in the last 12 months: _____		
_____		
List all medications that you are currently taking: _____		
Do you have any other insurance (school insurance, travel insurance, auto insurance, spouse's insurance)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, have you filed a claim? <input type="checkbox"/> Yes <input type="checkbox"/> No		
List the insurance company's name, address, phone number and policy number(s): _____		
_____		

To fill out a full Claims Questionnaire, please go to:  
[www.lewermark.com/claim-forms](http://www.lewermark.com/claim-forms) and submit.



## SCHEDULE OF BENEFITS

The Policy provides different levels of benefits and copayments depending on where the Covered Person chooses to receive care or whether or not he or she uses the services of a Participating Provider. A Covered Person is free, however, to use the provider of his or her choice. The following benefits are available, per Covered Person, up to the amounts shown.

### POLICY BENEFITS – PER COVERED STUDENT

Policy Year Maximum Benefit	\$250,000
Lifetime Maximum Benefit per Covered Injury or Covered Sickness	\$250,000
Annual Deductible- Applies to all Covered Benefits except to Prescription Drugs and Medical Treatment received at Student Health Centers	\$100
Policy Out-of-Pocket Expense Maximum	\$3,000
Pre-Existing Condition Benefit – First six months of continuous coverage	\$2,500

### COPAYMENTS

	In-Network	Out-of-Network
Student Health Center	\$0	-
Office Visit	\$20	\$35
Hospital	\$50	\$70
Hospital Emergency Room	\$100	\$200

### COINSURANCE

In-Network Provider	100% of Allowed Charge
Out-of-Network Providers	80% of Reasonable and Customary Expenses

When a Covered Person has satisfied the Policy Out-of-Pocket Expense Maximum during the policy year, all levels of Coinsurance will increase to 100% for any additional Covered Expenses incurred during the remainder of the policy year, and Copayment charges will no longer apply except as pertains to covered prescription drugs. Benefits will be paid at this level unless stated otherwise in the Covered Expense section or in the Exceptions and Exclusions section. In addition, any benefit maximums will still apply and the Covered Person will not be reimbursed for any Copayments.

Satisfaction of the Policy Out-of-Pocket amount will not apply to outpatient prescription drugs expenses. Copay and coinsurance will continue to apply to the prescriptions drugs outpatient benefit.

## SCHEDULE OF BENEFITS (CONTINUED...)

### PRESCRIPTION DRUG BENEFITS

Dispensed by a Student Health Center	100% of each 30 day supply
Dispensed by a Participating Network Pharmacy	50% of each 30 day supply
Prescription Contraceptives	Oral birth control covered at 100% at a retail participating network pharmacy.
	Select non-oral birth control covered at 50% at a retail participating network pharmacy.
Dispensed while Inpatient at a Hospital	100%
Prescription Drug Benefit Maximum	\$2,500

With respect to outpatient prescriptions, the Policy will pay the stated percentage for each 30 day supply, until the stated Prescription Drug Benefit Maximum has been met.

Payments toward the Prescription Drug Out-of-Pocket Expense Maximum will not count toward satisfying the Policy Out-of-Pocket Expense Maximum.

**Don't forget to bring your ID card when you visit the doctor or the pharmacy!**

## SCHEDULE OF BENEFITS (CONTINUED...)

COVERED BENEFITS	In-Network	Out-of-Network
Hospital Room and Board at Semi-Private Room Rate	100%	80%
Intensive Care Unit (Average Charge)	100%	80%
Urgent Care	100%	80%
Outpatient Medical Care and Supplies	100%	80%
Pregnancy Benefits	100%	80%
Laboratory, X-Ray, and Diagnostic Examinations	100%	80%
Professional Ground Ambulance for Emergency Services	100%	100%
Professional Air Ambulance For Emergency Services	100%, up to a maximum of \$10,000 per incident	80%, up to a maximum of \$10,000 per incident
Infusion Therapy Benefit	100%, up to a maximum of \$10,000 per policy year	80%, up to a maximum of \$10,000 per policy year
Renal Dialysis/Hemodialysis Benefit	100%, up to a maximum of \$10,000 per policy year	80%, up to a maximum of \$10,000 per policy year
Medical Treatment of a Mental Condition	Inpatient – Aggregate maximum of 30 days per policy year Outpatient – Aggregate maximum of 30 visits per policy year	
Medical Treatment of Alcoholism or Drug Dependency	Inpatient – Aggregate maximum of 30 days per policy year Outpatient – Aggregate maximum of 30 visits per policy year	
Wellness Benefit (Not subject to Copay or Deductible)	Covered up to \$250	
Tuberculosis Testing Benefit	Included in the Wellness Benefit	
Immunization Benefit	Included in the Wellness Benefit	
Physiotherapy Benefit	Up to 20 visits per policy year A Copayment applies for each visit	
Acupuncture and Chiropractic Benefit	Up to \$50 per visit after satisfaction of Copayment Maximum Benefit of \$500 per policy year	
Intramural/Recreational/Club Sports Benefit	100%	80%
Intercollegiate Sports Benefit	Not covered	
Aeronautics Benefit	Not covered	
Self-Inflicted Injury Benefit	Not covered	
Elective Abortion	\$1,000 per policy year	
Dental Injury Benefit	Up to \$2,500 per policy year	
Palliative Treatment of Dental Pain Benefit	Not covered	
Continuation Benefit	Available up to a maximum of 13 weeks or up to a Maximum Benefit of \$10,000, whichever is reached first	
Medical Evacuation Benefit	Up to \$50,000 of Reasonable Expenses	

## ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFITS

Applies only to Covered Students; terminates at age 65

Principal Sum: \$10,000

Loss must occur within 90 days of the Covered Accident

INSURED STUDENT'S COVERED LOSS	AD&D BENEFIT
Life	100% of the Principal Sum
Quadriplegia (the total Paralysis* of both upper and lower limbs)	100% of the Principal Sum
Paraplegia (the total Paralysis* of both lower limbs)	50% of the Principal Sum
Hemiplegia (the total Paralysis* of upper and lower limbs on one side of the body)	50% of the Principal Sum
Two or more Members**	100% of the Principal Sum
One Member**	50% of the Principal Sum
Irrecoverable loss of sight of both eyes	100% of the Principal Sum
Irrecoverable loss of sight of one eye	50% of the Principal Sum
Irrecoverable loss of speech and hearing in both ears	100% of the Principal Sum
Irrecoverable loss of speech or hearing in both ears	50% of the Principal Sum
Thumb and index finger of same hand	25% of the Principal Sum

\***Paralysis** means loss of use, without severance, of a limb. This loss must be determined by a Physician to be complete and not reversible.

\*\***Member** means hand, foot, or eye (sight).

# COVERED MEDICAL EXPENSES

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The Company will pay benefits subject to the exclusions, limitations, and all other provisions of the Policy, for a Covered Expense if:

1. the Copayment amount, if any, is met;
2. the expense is incurred due to a Covered Injury or Covered Sickness;
3. the Covered Person has not exceeded the Policy's benefit maximums.

The Company will consider each Covered Expense to be incurred on the date the medical care or supply is received. Pursuant to determining Eligibility for benefits and subject to the limits shown in the Schedule of Benefits, the Policy will pay benefits for the following Covered Expenses:

1. **Medical Treatment:** for the diagnosis and Medical Treatment by a Physician or a Registered Nurse.
2. **Room and Board:** for daily Hospital room and board not exceeding the Hospital's Average Semiprivate Charge and Intensive Care Unit charges.
3. **Outpatient Medical Care:** for charges by a Hospital for outpatient medical care received on an outpatient basis and medical supplies which are used on the premises of a Hospital.
4. **Home Health Care Services:** for home health care services which are performed by a licensed home health care agency, which have been prescribed by a Physician, and which are performed in lieu of Hospital services, provided the Hospital services would have been Covered Expenses under the Policy.
5. **Diagnostic Testing:** for laboratory, x-ray, diagnostic imaging, and other diagnostic examinations.
6. **Prescription Drugs:** for prescription drugs as shown in the Schedule of Benefits.
7. **Urgent Care:** for care received in an urgent care center or facility.
8. **Emergency Ambulance Service:** for professional ambulance assistance for Emergency Services or required in connection with an Emergency Medical Condition by ground or by air to a Hospital. (See Medical Evacuation Benefit for air service to a Covered Person's home country.)
9. **Orthopedic Devices, Prosthetic Devices, or Hospital Equipment:** for the following types of prescribed orthopedic or prosthetic devices or Hospital equipment:
  - a. man-made limbs or eyes for the replacing of natural limbs or eyes;
  - b. casts, splints or crutches;
  - c. purchase of a truss or brace;
  - d. oxygen and rental of equipment for giving oxygen;
  - e. rental cost, up to the purchase price, of a standard wheelchair or Hospital bed;
  - f. rental of dialysis equipment and supplies;
  - g. colostomy bags and ureterostomy bags; and
  - h. two external post-operative breast prostheses.

The Policy will not cover rental charges for equipment in excess of the purchase price of the equipment.

10. **Mental Conditions:** for the Medical Treatment of a mental condition either in an inpatient facility, or on an outpatient basis in either an individual or group setting.
11. **Alcoholism or Drug Dependency:** for Medical Treatment of alcoholism or drug dependency either in an inpatient facility, or on an outpatient basis in either an individual or group setting.
12. **Wellness Benefit:** for any combination of the following: routine physical or health examinations, sports physicals, gynecologic health screenings, routine baseline or screening mammograms, prostate and/or colorectal examinations and related laboratory tests, annual health checkups, immunizations indicated on the Recommended Immunization Schedule by the Centers for Disease Control and Prevention, and tuberculosis tests.
13. **Physiotherapy, Acupuncture, and Chiropractic Benefits:** for Physiotherapy, Acupuncture, and Chiropractic services which are prescribed by a Physician, which are incurred while not confined in a Hospital, and which are billed by a Physician, chiropractor, or physiotherapist, shall not exceed the maximum amounts shown below. Charges in excess of these maximums shall not be included as Covered Expenses under the Policy.

## COVERED MEDICAL EXPENSES (CONTINUED...)

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14. **Pregnancy Benefits:** For pregnancy coverage including prenatal visits, two ultrasounds per pregnancy (unless more are Medically Necessary), and post-delivery inpatient Hospital care for a mother in accordance with the guidelines recommended by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists which is 48 hours following a vaginal delivery, or 96 hours following a caesarean section. A decision to shorten the length of stay may be made by the attending Physician in consultation with the mother. In order to be considered eligible for Pregnancy Benefits, conception must have occurred following the Effective Date of the Covered Person's coverage. If the Covered Person is eligible for Pregnancy Benefits, benefits will be payable on the same basis as Covered Expenses for any other Covered Sickness.

15. **Post-Mastectomy Coverage:** for charges for a Medically Necessary mastectomy which may also include coverage of the following:

- a. physical complications during any stage of the mastectomy, including lymphedemas;
- b. reconstruction of the breast;
- c. surgery on the non-diseased breast to attain the appearance of symmetry between the two breasts; and
- d. two external breast prostheses.

Covered Expenses for the above are payable on the same basis as Covered Expenses for any other surgery. This coverage will be provided in consultation with the attending Physician and the patient.

16. **Medical Evacuation Benefit:** Subject to prior approval from the Program Manager or its authorized representative, for reasonable expenses related to the air evacuation of an injured or sick Covered Person (and a Health Care Provider or Escort if such is directed by the attending Physician) to the Covered Person's home country or country of regular domicile, provided the air evacuation:

- a. is upon the attending Physician's written certification;
- b. results from a Covered Injury or Covered Sickness; and
- c. does not occur prior to the benefit approval.

17. **Repatriation Benefit:** Subject to prior approval from the Program Manager or its authorized representative, for reasonable expenses incurred in connection with the preparation and transportation of the body of a deceased Covered Person to his or her place of residence in his or her home country. This benefit does not include transportation expenses of any person accompanying the body.

18. **Continuation Benefits:** for Covered Expenses incurred, while Hospital confined, as indicated in the Schedule of Benefits for a Covered Injury or Covered Sickness for which a Covered Person has a continuing claim on the date his or her coverage terminates. Benefits payable under this provision will terminate if a Covered Person becomes covered, for the Covered Injury or Covered Sickness for which benefits were continued, under any other medical coverage.

19. **Radiation Therapy and Chemotherapy:** Covered Expenses for radiation therapy, infusion therapy, and chemotherapy or oral chemotherapy drugs which are prescribed and administered by a licensed Physician. Prior authorization is not required.

20. **Infusion Therapy:** Covered Expenses for infusion therapy for chronic conditions prescribed and administered by a licensed Physician. Infusion therapy required for cancer and cancer-related conditions will be considered under the Radiation Therapy and Chemotherapy provision.

21. **Renal Dialysis/Hemodialysis:** Covered Expenses for Renal Dialysis/Hemodialysis prescribed and administered by a Physician.

22. **Allergy Treatment:** Covered Expenses for Medically Necessary treatment of allergies, as diagnosed and prescribed by a Physician.

23. **Injectable and Provider-Administered Drugs:** Injectable drugs and other drugs administered in a Physician's office or other outpatient setting.

24. **Diabetes Coverage:** Covered Expenses for medical supplies, equipment and education for diabetes care for all diabetics.

25. **Skilled Nursing Facility:** Covered Expenses for items and services provided as an inpatient in a skilled nursing bed of skilled nursing facility or hospital, including room and board in semi-private accommodations; rehabilitative services; and drugs, biologicals, and supplies furnished for use in the skilled nursing facility and other Medically Necessary services and supplies. Benefits are limited to 30 days per policy year. Custodial or residential care in a skilled nursing facility or any other facility is not covered except as rendered as part of hospice care.

## **COVERED MEDICAL EXPENSES (CONTINUED...)**

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26. **Dental Injury Benefit:** for charges related to the Medical Treatment of natural teeth damaged as the result of a Covered Injury.
27. **Intramural/Recreational/Club Sports Benefit:** for charges related to Injuries arising out of practice for or participation in intramural, recreational or club sports.
28. **Elective Termination of Pregnancy:** Covered Expenses related to the procedure for an elective termination of a pregnancy, provided that conception occurred after the Effective Date of the insured's coverage under the Policy. If the insured experiences complications from the procedure, the Covered Expenses will be assessed the same as any other Covered Benefit.

## EXCEPTIONS AND EXCLUSIONS

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Unless specifically provided for elsewhere under the Policy, the Plan does not provide benefits, nor is any premium charged, for any Medical Treatment not expressly indicated in the Covered Expense section.

For further clarity, please note that the Plan does not provide benefits, nor is any premium charged, for:

1. Medical Treatment for which benefits are excluded, excepted, or limited elsewhere in the Policy;
2. Medical Treatment received by the Covered Person in his or her home country or country of regular domicile;
3. Medical Treatment received due to a Pre-Existing Condition or complication thereof in excess of benefits provided elsewhere in this coverage, if any. Medical Treatment for Pre-Existing Conditions will be payable under the Policy after the Covered Person's coverage has been in force for six consecutive months. However, a pregnancy which is conceived prior to the Covered Person's Effective Date of Coverage will not be covered under the Policy.
4. Medical Treatment which is not Medically Necessary, as defined in the Policy;
5. Medical Treatment for which no charge is made or for which no payment would be required if the Covered Person did not have this insurance; or to the extent the Covered Person received any discount, credit, or reduction due to an agreement with the provider;
6. Medical Treatment normally provided without charge by employees or Physicians employed by, under contract with, or retained by the Participating School, unless provided in a Student Health Center by its employees;
7. Medical Treatment required for any Covered Injury or Covered Sickness which occurs while the Covered Person is employed with the Participating School in any capacity, whether paid or unpaid; or to the extent such Covered Injury or Covered Sickness is covered under: any occupational benefit plan; any Worker's Compensation or similar law; or any medical payments under individual automobile insurance (except for no-fault auto insurance);
8. Expenses in excess of the Reasonable and Customary charge;
9. Hearing aids, eye glasses, or contact lenses and the fitting or servicing thereof, except that the Policy will cover these expenses if the need for such results directly from a Covered Injury or covered eye surgery;
10. Intrauterine devices (IUDs) and all procedures related to the placement and/or removal of IUDs;
11. Care services of birth doulas, companions, or birth supporters who assist a woman before, during and/or after childbirth, or for planned childbirth deliveries at home and associated services;
12. Elective or preventive surgery or any Medical Treatment related to an elective or preventive surgery including, but in no way limited to, tubal ligation, vasectomy, breast reduction or enlargement, circumcision, or the correction or treatment of a deviated septum;
13. Medical Treatment related to learning disabilities;
14. Immunizations (except as listed in Covered Expenses), immunization antibody testing, allergy tests, vitamins, and antitoxins;
15. Cosmetic, plastic, reconstructive, or restorative surgery unless such are Covered Expenses incurred for repair of a disfigurement caused from:
  - a Covered Injury;
  - a birth defect of an insured Eligible Dependent born while the mother was insured under the Policy; or
  - a mastectomy (refer to the Post-Mastectomy Coverage provision);
16. Medical Treatment related to organ transplants, whether as donor or recipient;
17. Medical Treatment for injuries sustained in practice for or participation in Intercollegiate Sports in excess of benefits provided elsewhere in this coverage, if any;
18. Medical Treatment for injury or sickness sustained while taking part in the commission of an assault or felony in excess of benefits provided elsewhere in the coverage, if any;
19. Medical Treatment arising out of aeronautics or air travel, except while riding as a passenger on a regularly scheduled commercial airline in excess of benefits provided elsewhere in the coverage, if any;
20. Medical Treatment for injury or sickness arising from an intentionally self-inflicted action, suicide, or attempted suicide, while sane or insane in excess of benefits provided elsewhere in the coverage, if any;
21. Medical Treatment received in connection with the teeth, gums, jaw, or structures directly supporting the teeth; myofascial pain, or temporomandibular joint dysfunction in excess of benefits provided elsewhere in the coverage, if any;



## EXCEPTIONS AND EXCLUSIONS (CONTINUED...)

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22. Medical Treatment for Injuries sustained while participating in hazardous or adventure sports of any kind, including but not limited to hoverboard usage, hang gliding, skydiving, parachuting, vehicle racing of any kind, any rodeo activity, BASE jumping, kiteboarding, mountaineering or climbing or trekking above elevation 4500 meters above ground level or without proper ropes or guides, luge, motocross, Moto-X, ski jumping, off-piste or off-trail skiing or snowboarding, sub-aquatic activities below 50 meters, whitewater rafting exceeding Class IV difficulty;
23. Medical Treatment for injury or sickness sustained by reason of a motor vehicle or motorcycle accident
  - to the extent that benefits are paid or payable by any other valid and collectible insurance whether or not claim is made for such benefits,
  - if the Covered Person was operating the motor vehicle or motorcycle while intoxicated or impaired under the laws of the state in which the accident occurred,
  - if the Covered Person was operating the motor vehicle or motorcycle while without a driver's license or permit recognized as valid under the laws of the state in which the accident occurred, or
  - if the Covered Person was not operating the motor vehicle or motorcycle in conformity with the restriction of the driver's license or permit;
24. Medical Treatment for injury or sickness sustained while the Covered Person was under the influence of illegal narcotics or a non-prescribed controlled substance, or as the result of the legal or illegal consumption of alcohol;
25. Compound, Specialty, and Experimental drugs;
26. Medical Treatment related to infertility;
27. Medical Treatment involved in the cessation or deterrence of any tobacco use;
28. Medical Treatment or diagnosis of sleep disorders, including but not limited to apnea monitoring and sleep studies;
29. Medical Treatment intended to correct an abnormal or irregular walking pattern by altering slightly the angles at which the foot strikes a walking or running surface;
30. Transcutaneous Electrical Nerve Stimulation (TENS) units;
31. Medical Treatment for obesity, including bariatric surgery and anorectics;
32. Medical Treatment for benign Gynecomastia (abnormal breast enlargement in males);
33. Medical Treatment related to sex transformation surgery or the reversal thereof;
34. Medical Treatment for Alopecia (loss of hair), Acne, or excessive sweating (Hyperhidrosis);
35. Lab specimen handling and delivery fees;
36. After hours and weekend facility fees, unless related to Emergency Services;
37. Genetic medicine, genetic testing, surveillance testing and/or screening procedures for genetically predisposed conditions indicated by genetic medicine or genetic testing, including but not limited to amniocentesis, genetic screening, risk assessment, preventive and prophylactic surgeries recommended by genetic testing, and/or any procedures used to determine genetic pre-disposition, provide genetic counseling, or administration of gene therapy;
38. Medical Treatment related to any previously known Congenital Condition, whether or not the Covered Person has previously sought treatment for the condition;
39. Private duty nursing;
40. Injuries or Sickness resulting from War, Terrorism, or Mass Destruction; or from Cyber Attacks (see Policy for full details).

# DEFINITIONS

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**Allowed Charge** means the discounted fee that the provider network negotiates with doctors, hospitals, and other health care providers in the network.

**Area** means the location where the medical care or supplies are given within a region large enough to get a cross section of providers of medical care or supplies, as determined by the Program Manager.

**Average Semiprivate Charge** means (1) the standard charge by the Hospital for semiprivate room and board accommodations, or the average of such charges where the Hospital has more than one established level of such charges, or (2) 80% of the lowest charge by the Hospital for single bed room and board accommodations where the Hospital does not provide any semiprivate accommodations.

**Close Relative** means the spouse, children, siblings, parents, and aunts and uncles of a Covered person.

**Club Sports** means participation in sports as part of a club or team which may or may not be affiliated with the Participating School in which the athletes compete competitively with other similar clubs or teams.

**Coinsurance** means the percentage of a Covered Expense for which the Covered Person is responsible. Coinsurance is separate from and is not a part of the Copayment.

**Congenital Condition** means a disease or physical abnormality present at or before birth, regardless of cause.

**Copayment** means that portion of a Covered Expense a Covered Person is required to pay out of his or her pocket before benefits will be paid for any remaining portion. The Copayment is separate from and is not a part of the Coinsurance.

**Covered Accident** means an unexpected occurrence which is directly caused by external, visible means and which results in a Covered Injury to a Covered Person, and that occurs while coverage is in force for the Covered Person under the Policy.

**Covered Dependent** When coverage for dependents is indicated on the Participating School's application and on the Schedule of Benefits, **Covered Dependent** means any dependent of a Covered Student who meets all of the following eligibility criteria:

1. is the Covered Student's lawful spouse, or unmarried child who is under the age of 19 and is a full-time student unless disabled;
2. resides with the Covered Student;
3. is enrolled for coverage under the Policy at the same time of the Covered Student enrolls;
4. has a current passport and visa (non-domiciled United State Citizen - passport only); and
5. is temporarily outside his or her home country or country of regular domicile as a nonresident alien in the United States.

A dependent child includes a Covered Student's natural child; step-child; adopted child; or a child placed for adoption which means the assumption and retention of a legal obligation for the total or partial support of a child in anticipation of the adoption of such child. In cases where a Covered Student places a child for adoption, the child's association with the Covered Student is considered terminated upon the termination date of such legal obligation.

A Covered Student's dependent child who is born in the United States will be considered a dependent who may be considered eligible for coverage if Dependent coverage is indicated in the Educational Institution's application for coverage.

A Covered Student's disabled, unmarried dependent child may continue to be a Covered Dependent beyond age 19 if all of the following, additional conditions are met:

1. The child became disabled before reaching age 19;
2. The child is incapable of self-sustaining employment because of developmental disability or physical handicap and is chiefly dependent upon the Covered Student for support and maintenance;
3. The student remains insured under this Policy;
4. The child's premiums must be paid on time and in full;
5. Within 30 days of the child reaching age 19, the Covered Student furnishes a Statement of Disability to the Program Manager, the approval of such statement is required for the child to continue eligibility; and
6. The Covered Student provides satisfactory proof to the Program Manager of the child's disability and dependent status when requested. Such proof shall be without cost to the Company or the Program Manager. The Program Manager will not ask for proof more often than once a year after the two-year period following the child's attainment of age 19.

## DEFINITIONS (CONTINUED...)

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**Covered Expense** means only the expense actually incurred by a Covered Person for Medical Treatment which is Medically Necessary and which:

- is prescribed by a Physician for the therapeutic management of a Covered Injury or Covered Sickness;
- is not excluded by any provisions contained in the Policy; and
- is not more than the Reasonable and Customary charges, as defined by the Policy.

To determine if the amounts charged for Medical Treatments are Reasonable and Customary, the Program Manager will consider those Medical Treatments usually administered and the fees usually charged for a like Medical Treatment in the Area in which the service is rendered or the supply provided.

If the Covered Person utilizes the services of a Participating Provider, Covered Expense means the agreed upon rate set between the Program Manager and such provider for Medical Treatment which meet all of the above standards.

When the Covered Person utilizes the services of an Out-of-Network provider, the Covered Expense may be based on 150% for physician and 175% for facility of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for the same or similar services within the geographic market. In the event a Medicare-based amount is not available, the amount will be determined using a similar reference-based schedule as determined by the plan.

**Covered Injury** means bodily harm resulting, directly and independently of any sickness, and which is caused by, arises out of, or results from a Covered Accident or the sudden onset of physical trauma to that Covered Person. All injuries sustained in any one Covered Accident, including all related conditions and recurring symptoms, will be considered as one Covered Injury.

**Covered Person** means a Covered Student, as defined above, and any of his or her Covered Dependents.

**Covered Sickness** means an illness, disease, or condition that impairs a Covered Person's normal functioning of mind or body and which is not the direct result of an injury or accident. All related disorders and recurrent symptoms of the same or a similar illness, disease, or condition will be considered the same Covered Sickness. A Covered Sickness includes pregnancy when conception occurred while the Covered Person was insured under the Policy.

**Covered Student** means an Eligible Student, as defined in the Schedule of Benefits, of a Participating School which has submitted an application for coverage which has been accepted by the Program Manager, and for whom premium has been paid when due.

**Deductible** means the amount that the Covered Person must pay out of pocket before benefits may be payable under the Policy.

**Emergency Medical Condition** means a Covered Injury or Covered Sickness that manifests itself by acute symptoms, including severe pain, of sufficient severity that a prudent lay person with an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

- serious jeopardy to the health of the individual, or in the case of a pregnant woman, the woman or her unborn child;
- serious impairment to bodily functions; or
- serious dysfunction of any bodily organ or part.

**Emergency Services** means covered inpatient and outpatient Medical Treatment that is furnished by a provider who is qualified to furnish the services, and that is needed to evaluate or stabilize an Emergency Medical Condition. Reimbursement for Emergency Services shall not be denied solely on the grounds that services were performed by a noncontracted provider.

**Experimental** means a Medical Treatment that has not been demonstrated in scientifically valid clinical trials and research studies to be safe and effective for a particular indication. For further clarity, a Medical Treatment is Experimental:

- if the drug or device cannot lawfully be marketed without approval of the United States Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; except where the drug is recognized for treatment of a particular cancer in at least one standard reference compendia or the drug is recommended for that particular type of cancer based on substantially accepted peer-reviewed medical literature;
- if reliable evidence shows that the Medical Treatment is the subject of ongoing Phase I, II, or III clinical trials or under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis; or
- if reliable evidence shows that the consensus of opinion among experts regarding the Medical Treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis.

## DEFINITIONS (CONTINUED...)

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**Full-Time Studies** means the enrollment and active participation in at least the minimum number of credit hours in which an international student must be enrolled and actively attending classes in the United States per the terms of the applicable student visa. Full-Time Studies includes participation in no more than one online or television course per term; any online or television coursework in excess of one course per term does not count toward fulfilling the full-time status requirement for eligibility. Home study and correspondence courses do not count toward fulfilling the full-time status requirement for eligibility.

**Hospital** means only such a facility that meets all of the following conditions:

- operates as a Hospital pursuant to law for the care and treatment of sick or injured individuals;
- has permanent and full-time care for bed patients;
- has a staff of one or more licensed Physicians available at all times;
- provides 24-hour a day care by Registered Nurses on duty or call;
- has surgical facilities; and
- is not primarily engaged in business as a nursing home, home for the aged, or any similar establishment or any separate wing, ward or section of a Hospital used as such.

**Hospital** can also refer to a free standing surgical center that meets all of the following standards:

- is a licensed public or private place;
- has an organized medical staff of Physicians;
- has permanent facilities that are equipped and operated mainly for doing surgery and giving skilled nursing care; and
- has Registered Nurse services when a patient is in the facility.

**Intensive Care Unit** means a specifically designated unit of a Hospital exclusively reserved for critically ill or injured patients requiring constant audio-visual observation, as prescribed by the attending Physician, which provides room and board, trained and qualified personnel whose duties are primarily confined to such unit, and special equipment or supplies immediately available on a stand-by basis, and segregated from the rest of the Hospital's facilities.

**Intercollegiate Sports** means participation in a sports program or competition (including but not limited to involvement in any game, match, exhibition, scrimmage, practice, sanctioned training activity, joint practice, or tryout) in which the athletes compete competitively with other universities or colleges and which may or may not be regulated by a collegiate athletic association.

**Intramural Sports** means participation in sports organized and played within the Participating School or within a local, formalized league.

**Medical Treatment** means any and all medical care, treatment, services, supplies, procedures, or drugs that may administered to an Covered Person to address a sickness or injury.

**Medically Necessary** means those Medical Treatments, provided or prescribed by a Physician or at a Hospital, that are necessary and appropriate for the diagnosis or management of a Covered Sickness or Covered Injury in accordance with generally accepted standards of medical practice in the United States at the time the Medical Treatment is provided. When specifically applied to a confinement, Medically Necessary means that the diagnosis or management of the symptoms or condition cannot be safely provided on an outpatient basis.

A Medical Treatment shall not be considered as Medically Necessary if it:

- is Experimental, investigational, or furnished in connection with medical research;
- is provided solely for the convenience of the patient, the patient's family, Physician, Hospital, or any other provider;
- exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate, and appropriate diagnosis or treatment;
- could have been omitted without adversely affecting the person's condition or the quality of medical care;
- involves the use of a medical device, drug, or substance not formally approved by the United States Food and Drug Administration except as permitted by regulations drafted in accordance with applicable federal law; or
- involves Medical Treatment not considered reasonable and necessary by the Centers for Medicare and Medicaid National Coverage Determinations Manual.

We retain the right to determine whether a Medical Treatment is Medically Necessary.

## DEFINITIONS (CONTINUED...)

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**Mental Condition** means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder.

**Network** means a compilation of health care providers, such as Physicians and Hospitals, that have agreed to accept reduced payments for Medical Treatment received by the Covered Person. The Covered Person has discretion to visit any health care provider, regardless whether that provider is included in the Network (In-Network) or does not participate in the Network (Out-of-Network). Regardless whether the Covered Person elects to utilize an In-Network or Out-of-Network health care provider, he or she may still incur out-of-pocket expenses.

**Participating Provider** means a Physician or a Hospital that agrees to provide Medically Necessary Medical Treatment at set rates.

**Participating School** means the educational institution that has elected to offer coverage to its Eligible Students under the Policy through submission of a completed application for coverage which includes participation in the Trust, which has been accepted by the Program Manager, and for which coverage has become effective and has not terminated.

**Physician** means a legally licensed practitioner of the healing arts who is practicing within the scope of his or her license while performing a particular service which is covered under the Policy. For the sake of clarity, Physician includes Nurse Practitioners. Physician does not include:

- a practitioner of chiropractic or alternative medicine;
- any Covered Person;
- a Close Relative of a Covered Person; or
- an individual residing at the same legal residence of the Covered Person.

**Physiotherapy** means the Medical Treatment of a Covered Sickness or Covered Injury by the use of physical means including, but not limited to, air, heat, light, water, electricity, or active exercise.

**Policyholder** means the entity to which the Policy is issued. The Policyholder is shown on the first page of the Policy.

**Pre-Existing Condition** means either or both of the following:

- an injury or sickness about which the Covered Person
  - has consulted a Physician;
  - had medicine prescribed; or
  - is receiving or has received medical care during the six-month period immediately preceding the Covered Person's Effective Date of Coverage under the Policy; or
- a pregnancy which originated prior to the Covered Person's Effective Date of Coverage under the Policy.

**Reasonable and Customary** means the most common charge for similar Medical Treatment within the Area in which the charge is incurred. The most common charge means the lesser of:

- the actual amount charged by the provider;
- the negotiated rate, if any; and
- the fee often charged in the Area where the service was performed.
- up to 200% of the Medicare published rate for the same or similar service.

**Recreational Sports** means competitive physical activities that are played primarily for fun or as a past time.

**Registered Nurse or Nurse** means a graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other similar state authority. Registered Nurse does not include:

- any Covered Person;
- a Close Relative of a Covered Person; or
- an individual residing at the same legal residence of the Covered Person.

**Sound Natural Teeth** means teeth that are free of active or chronic clinical decay, have at least 50% bone support and are functional in the arch.

## DEFINITIONS (CONTINUED...)

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**Student Health Center** means an ambulatory care facility affiliated or contracted with a Participating School that, at a minimum, maintains a staff consisting of a nurse director/nurse practitioner, staff Nurses, and either a staff Physician or an arrangement with a Physician to perform office visits. In the event a Participating School does not otherwise have a Student Health Center, the Participating School may request permission from the Program Manager to designate a Walk-In Pharmacy Clinic to be treated as a Student Health Center for the purposes of the Policy.

**Walk-In Pharmacy Clinic** means a clinic which is set-up inside a larger retail operation, such as a pharmacy or retail store, and which provides basic care for minor injuries and illnesses, and may provide vaccinations, immunizations, annual physicals, health screenings, and diagnostic tests.

# ELIGIBILITY AND PARTICIPATION

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The Company has appointed the Program Manager to administer the coverage on its behalf. References to the Program Manager throughout this coverage are considered to include the Company where appropriate. Any notice delivered to the Program Manager shall be considered received by the Company.

**Eligible Student:** An Eligible Student is a registered and enrolled student of a Participating School who is all of the following:

1. a legal resident of a country other than the United States, its territories and possessions;
2. is enrolled and actively engaged in Full-Time Studies;
3. has not applied for or been granted permanent residency status in the United States, its territories or possessions; and
4. holds and continually maintains an F-1, M-1, J-1, Q-1 or other designated category of student visa or immigration status.

Upon receipt of premium, participating Eligible Students are covered under the plan anywhere in the world except their home country. Note that insurance eligibility can be verified with medical providers upon receipt of enrollment.

An "Eligible Student" refers to an international student of the Certificate holder who meets all of the following:

- The student must be enrolled and actively engaged in full-time studies. For the purposes of plan eligibility...
  - o a student is actively engaged in full-time studies if, based on the student's attendance and participation, he or she is eligible to receive a completed grade or credit in all of his or her courses at the conclusion of the relevant term.
  - o in order to be considered as "full-time," the student must be enrolled and actively engaged in at least the minimum number of credit hours which are required per the terms of the student's visa (F-1, M-1, J-1). Consult the definition of an Eligible Student in the coverage Certificate for more information.
- The student must begin the term actively attending class for up to 31 consecutive days following the beginning of the then-current term, unless the student is unable to attend class due to an acute Bodily Infirmary or Injury. Please refer to the definition of an Eligible Student in the coverage Certificate.
- The student must continuously maintain status under his or her applicable visa type. In the event a student fails to continuously maintain his or her status, the school or its designated student advisor must work with the student in taking the necessary steps to bringing the student's student visa back to status. Failing to maintain student visa status will put the student out of status and will make the student ineligible for coverage.

Note: No claims can be paid until The Lower Agency receives the full amount of premium for all Eligible Students participating in the coverage.

Students should maintain their health insurance coverage during breaks and vacation periods in order to avoid gaps in coverage and being subject to pre-existing condition limitations.

**Visiting Faculty and Scholars:** Visiting Faculty and/or Scholars who possess and maintain current passports and valid J-1 visa status may be considered for coverage under the Policy if engaged in educational activities with the Participating School.

**Optional Practical Training:** An eligible Optional Practical Training student with the applicable F-1 Visa may be considered eligible for coverage for a period of time no longer than twelve months while he or she is participating in Optional Practical Training work which is directly related to the major area of study. STEM OPT extension students are not eligible for coverage.

**Newborn Infants - Sick Baby Care:** A newborn child of a Covered Student or Covered Dependent will automatically be considered a Covered Dependent for 30 days from the moment of birth only for Covered Expenses incurred which are due directly to a Covered Injury or Covered Sickness, premature birth, or birth abnormalities which exist at birth up to a maximum benefit of \$50,000.

# IMPORTANT NOTICES

This insurance coverage is issued in consideration of timely payment of the required Premium and the statements set forth in the application for the Policy and each Participating School's application, each of which is attached to and made part of the Policy.

## Important notices regarding the Patient Protection and Affordable Care Act (PPACA)

This insurance is not subject to, and does not provide certain insurance benefits required by, PPACA. The insurance benefits are stated in the Policy and each Participating School's Schedule of Benefits.

PPACA requires U.S. citizens and certain U.S. residents to obtain PPACA-compliant insurance coverage unless they are otherwise exempt from PPACA. In certain circumstances penalties may be imposed on U.S. citizens and residents who do not maintain PPACA compliant insurance coverage or who cease to qualify for exemption. Each Covered Person should consult a licensed, qualified attorney or tax professional to determine if PPACA's requirements applies to him or her.

This insurance is not a substitute for PPACA compliant medical coverage. Lack of Minimum Essential Coverage may result in an additional payment with a Covered Person's taxes.

**The Policy provides limited benefits and is not intended to cover all medical expenses. Please read it carefully. The Policy is nonparticipating.**

No action at law or in equity may be brought to recover on the Policy before the end of 60 days and after proof in writing of the loss has been given, as required by the Policy. No such action may be brought after three years from the time written proof of loss is required to be given.

## Service of Legal Process

Subject to and without limiting, expanding, superseding, modifying or waiving any of the foregoing terms contained in this Section, pursuant to any statute of any State, territory or district of the United States which makes provision thereof, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance (or such other officer specified for that purpose in the statute), or his successor or successors in office, as its true and lawful attorney, under a special power of attorney, upon whom may be served any lawful process issued in connection with the initiation of any action, suit or proceeding instituted by or on behalf of a Covered Person arising out of this insurance. Such process may be submitted specifically to the Commissioner of Insurance for the Michigan Department of Insurance and Financial Services, 530 W. Allegan Street, 7th Floor, Lansing, MI 48933, or the Superintendent, Commissioner, or Director of Insurance of the state in which the Covered Person resides. Further, the Company hereby designates and appoints John P. Dearie, Jr., Esq., Edwards & Angell, LLP, 750 Lexington Avenue, New York, New York 10022, as its attorney-in-fact and agent for service of process to whom the said officer or Commissioner is authorized to mail or serve any such process or a true copy thereof.