



2022-2023 Student Injury and Sickness Insurance Plan

Designed Especially for the Domestic Students attending

LAWRENCE ACADEMY

Underwritten by:
United State Fire Insurance Company

Policy # US1393615

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Privacy Policy

We know that your privacy is important to you and we strive to protect the confidentiality of your nonpublic personal information. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted or required by law. We believe we maintain appropriate physical, electronic and procedural safeguards to ensure the security of your nonpublic personal information. You may obtain a copy of our privacy practices by calling us toll-free at (833) 780-3892.

Eligibility

All Domestic students attending a private secondary school for this coverage and who are registered for credit courses are eligible to enroll in this insurance Plan. Students must actively attend classes for at least the first 31 days and/or actively attend a school sponsored camp or program after the date for which coverage is purchased. The Company maintains its right to investigate student status and attendance records to verify that the policy Eligibility requirements have been met.

Effective and Termination Dates

Coverage becomes effective on the first day of the period for which premium is paid or at 12:01 am on August 20, 2022, whichever is later. Coverage terminates at 11:59 pm on August 19, 2023, the date the Plan Participant ceases to be eligible, or at the end of the period through which premium is paid, whichever is earlier.

The coverage is provided by a Non-Renewable Policy.

Extension of Benefits after Termination

If a Covered Person is under the care and treatment of a Physician and Hospital confined on the Termination Date of the Policy, benefits will continue to be paid for that condition for a period of up to 90 days, or the maximum benefit has been paid, whichever occurs first.

Schedule of Medical Expense Benefits

Accident and Sickness Medical Expense Benefits

Maximum Benefit	Unlimited
Policy Term Deductible	\$2,000 – Deductible must be satisfied before any benefits are paid, except as noted in the Schedule of Benefits
In-Network Coinsurance	100% of the Preferred Allowance except as noted below
Non-Network Coinsurance	80% of Usual, Reasonable & Customary, (URC) Charges, except as noted below

Initial Treatment Period: 90 Days from the date of Injury provided the Injury occurs prior to the Expiration Date and care is Medically Necessary.

The Policy provides benefits for the Covered Medical Expenses incurred by a Covered Person for loss due to a covered Accident or Sickness up to the Maximum Benefit.

If a Covered Person receives care In-Network, any Covered Expenses will be paid at the In-Network Provider level of benefits. If a Network Provider is not available within the Covered Person's Network Area, benefits will be paid at the level of benefits shown as In-Network Provider benefits. If the Covered Expense is incurred due to an Emergency Treatment, benefits will be paid at the In-Network Provider level of Benefits. In all other situations, reduced, or lower benefits will be provided when a Non-Network provider is used. The Covered Expenses payable are defined in and subject to all provisions of the plan. The In-Network Provider for this plan is Cigna.

The following services require Pre-Authorization: All in-patient confinements, and other inpatient care and inpatient surgery and surgical procedures organ transplants or marrow reconstitution, and the following Prescription Drugs: growth hormones, immunosuppressant, HIV antiretroviral medications, and Investigational/Experimental drugs. Penalties will apply for Non-Pre-Authorization. Please see your Policy for complete details.

Cost-sharing will not be imposed for Medically Necessary coronavirus testing and treatment in accordance with DPH (Department of Public Health) and CDC (Centers for Disease Control and Prevention) guidelines.

This health plan, alone, does not meet Minimum Creditable Coverage standards and will not satisfy the individual mandate that you have health insurance.

Physician profiling information may be available from the Board of Registration in Medicine for physicians licensed to practice in Massachusetts.

The Policy provides benefits based on the type of health care provider selected. The Policy provides access to both In-Network Providers and Non-Network Providers. Different benefits may be payable for covered expenses rendered by In-Network Providers versus Non-Network Providers, as shown in the Schedule of Benefits.

The Coinsurance percentage for health care services rendered by a Non-Network Provider is no more than twenty (20) percentage points greater than the highest Coinsurance percentage for the same services rendered by an In-Network Provider, excluding reasonable Deductibles and Co-payments.

Benefits will be paid up to the Maximum Benefit for each service scheduled below. Covered Medical Expenses include:

Benefit	In-Network Provider Benefit	Non-Network Provider Benefit
Hospital Room & Board Benefit	100% of Semi-Private Daily Room Rate Preferred Allowance	80% of Semi-Private Daily Room Rate
Hospital Miscellaneous Expense Benefit	100% of Preferred Allowance	80% of URC
Intensive Care Unit/Pediatric Care Benefit	100% of Preferred Allowance	80% of URC
Surgeon (In or Outpatient) Benefit	100% of Preferred Allowance	80% of URC
Assistant Surgeon Benefit	100% of Preferred Allowance up to 30% of Surgeon Allowance	80% of URC up to 30% of Surgeon Allowance
Anesthesia Benefit	100% of Preferred Allowance	80% of URC
Pre-Admission Testing Benefit - payable within 7 days prior to admission.	100% of Preferred Allowance	80% of URC

Day Surgery Miscellaneous Benefit	100% of Preferred Allowance	80% of URC
Physician Visit.	100% of Preferred Allowance	80% of URC
Physiotherapy (60 visits maximum Per Policy Year)	100% of Preferred Allowance	80% of URC
Nursing Services (outpatient)	100% of Preferred Allowance	80% of URC
Emergency Room Benefit	100% of Preferred Allowance	100% of URC
Diagnostic X-ray and Laboratory Benefit	100% of Preferred Allowance	80% of URC
Radiation/Chemotherapy Therapy	100% of Preferred Allowance	80% of URC
Hypodermic Needles/Syringes Benefit, when injections are administered in the Physician's office and charged on the Physician's statement.	100% of Preferred Allowance	80% of URC

Ambulance Benefit	100% of Preferred Allowance	80% of Actual Charges
Durable Medical Equipment Expense Benefit	100% of Preferred Allowance	80% of URC
Consultant Physician Benefit	100% of Preferred Allowance	80% of URC
Emergency Dental Expense Benefit Treatment due to an Injury to natural teeth	100% of Preferred Allowance	100% of URC
Mental or Nervous Conditions Expense Benefit and Alcohol & Drug Abuse Expense Benefit -- Inpatient Hospital Confinement Expense	100% of Preferred Allowance	80% of URC
Mental or Nervous Conditions Expense Benefit And Alcohol & Drug Abuse Expense Benefit – Outpatient Expense	100% of Preferred Allowance	80% of URC
Maternity and Pre-Natal Care Expense Benefit	Covered as any other Sickness	Covered as any other Sickness
Interscholastic Sports Benefit *Any other benefit payable in conjunction with this Benefit is subject to the maximum benefit amount defined herein	100% of Preferred Allowance	80% of URC
Wellness Medical Expense Benefit	100% of Preferred Allowance – Plan deductible does not apply	80% of URC – Plan deductible does not apply
Urgent Care Benefit	100% of Preferred Allowance	80% of URC
Diabetes Treatment Expense Benefit	100% of Preferred Allowance	100% of URC
Emergency Medical Evacuation/Return of Remains	100% of actual expense	100% of actual expense
*Hospice Care Benefit	100% of Preferred Allowance	80% of URC
*Home Health Care Expense Benefit	100% of the Preferred Allowance	80% of URC
*Cytologic Screening (pap smear) and Mammographic Examination Benefit	100% of the Preferred Allowance	80% of URC
*Early Intervention Services Benefit	Covered at 100%	Covered at 100%
*Hearing Aids Benefit	100% of the Preferred Allowance	80% of URC
*Speech, Hearing and Language Disorders Benefit	100% of the Preferred Allowance	80% of URC
*Pediatric Specialty Care	Covered as any other Sickness	Covered as any other Sickness
*Autism Spectrum Disorder Benefit	Covered as any other Sickness	Covered as any other Sickness
*Cleft Lip and Cleft Palate Benefit	100% of the Preferred Allowance	80% of URC
* Non-Prescription Enteral Formulas and Low Protein Food Formulas Benefit	100% of the Preferred Allowance	80% of URC
*Prosthetics Benefit	100% of the Preferred Allowance	80% of URC

*Scalp Hair Prosthesis Benefit	Same as Prosthetics Benefit	Same as Prosthetics Benefit
*Qualified Clinical Trials Benefit	100% of the Preferred Allowance	80% of URC
*Bone Marrow Transplant Benefit	100% of the Preferred Allowance	80% of URC
*Cardiac Rehabilitation Benefit	100% of the Preferred Allowance	80% of URC
*Human Leukocyte Testing Benefit	100% of the Preferred Allowance	80% of URC
*Lipodystrophy Syndrome Benefit	100% of the Preferred Allowance	80% of URC
*Long-term Antibiotic Therapy Benefit	100% of the Preferred Allowance	80% of URC
*Off-Label Drug Use Benefit	Same as Outpatient Prescription Drug Expense Benefit	Same as Outpatient Prescription Drug Expense Benefit
*Telemedicine Benefit	100% of the Preferred Allowance	80% of URC

BENEFIT COVERAGE	BENEFIT AMOUNT
Outpatient Prescription Drug Expense Benefit	100% of charges – Plan deductible does not apply
Outpatient Prescription Drug Expense Benefit – Participating PBM - HealthSmart Rx Solutions Pharmacy)	\$0 Co-payment per prescription – Plan deductible does not apply Limited to 30-day supply
*Outpatient Contraceptive Services Benefit	Covered at 100%

*Mandated state benefit. All mandated state benefits, whether appearing here or not, will be provided per the laws of the state of Massachusetts.

Out-Patient Prescription Drug Expense Benefit

Benefits are available for outpatient Prescription Drugs, subject to the benefit amounts shown in the Schedule of Benefits, if any, for a Prescription Drug or medication when prescribed by a Physician on an Outpatient basis when dispensed by a HealthSmartRx Solutions Pharmacy. To locate a pharmacy, you may contact the following:

HealthSmartRx Solutions
1 (800) 681-6912 option 2
<https://www.healthsmartrxolutions.com/healthsmartrxolutions.com>

Description of Benefits

Hospital Room & Board Benefit: Hospital Room and Board expenses will include floor nursing while confined in a ward or semi-private room of a Hospital and other Hospital services inclusive of charges for professional service and with the exception of personal services of a non-medical nature; provided, however, that expenses do not exceed the Hospital's average charge for semiprivate room and board accommodation.

Hospital Miscellaneous Expense Benefit: Miscellaneous services include services and supplies such as: the cost of the operating room; laboratory tests; X-ray examinations; anesthesia; drugs (excluding take-home drugs) or medicines; therapeutic services; and supplies; and blood and blood transfusions. Miscellaneous services do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.

Intensive Care Unit/Pediatric Care Benefit: This benefit will include expenses for confinement in an Intensive Care Unit/Pediatric Care Unit. This is in lieu of payment for the Hospital Room and Board charges for those days and includes nursing services.

Surgeon (in or outpatient) Benefits: This benefit includes expenses for a Physician for primary performance of a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure. If an Injury or Sickness requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, We will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.

Assistant Surgeon Benefit: This benefit includes expenses, if in connection with an operation, the services of an Assistant Surgeon are required.

Anesthesia Benefit: This benefit includes pre-operative screening and administration of anesthesia during a surgical procedure whether on an Inpatient or Outpatient basis.

Pre-Admission Testing Benefit: We will pay benefits for charges for Pre-admission testing (Inpatient confinement must occur within 7 days of the testing).

Day Surgery Miscellaneous Benefit: Services and supplies such as the cost of the operating room; laboratory tests; X-ray examinations; anesthesia; drugs or medicine; therapeutic services; and supplies, on an Outpatient basis.

Physician Visit Benefit: Inpatient or Outpatient.

Nursing Services – Outpatient Charges for nursing services by a Nurse.

Physiotherapy Expense Benefit: Means charges for physiotherapy if recommended by a Physician for the treatment of a specific Disablement and administered by a licensed Physician. Charges include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, heat treatments, chiropractic, adjustments, manipulation, acupuncture, massage or any form of physical therapy

Emergency Room Benefit: Means emergency services provided for an Emergency Medical Condition. After the Covered Person has been stabilized for discharge or transfer, We may require a hospital emergency department to contact a Physician on-call designated by Us, or a designee for authorization of post-stabilization services to be provided. The hospital emergency department will take all reasonable steps to initiate contact with Us or a designee within thirty (30) minutes of stabilization. Such authorization will be granted if We or the designee has not responded to said call within thirty (30) minutes.

In the event the attending Physician and said on-call Physician do not agree on what constitutes appropriate medical treatment, the opinion of the attending Physician will prevail and such treatment will be considered appropriate treatment for an Emergency Medical Condition, provided that such treatment is consistent with generally accepted principles of professional medical practice and is a covered benefit under the Policy.

Payment of this benefit will not be denied based on the final diagnosis following stabilization. No Covered Person will, in any way, be discouraged from using the local pre-Hospital emergency medical service system, the 911 telephone number or its local equivalent. Coverage will not be denied for medical and transportation expenses incurred as a result of such Emergency Medical Condition.

Diagnostic X-Ray Benefit: Diagnostic x -ray examinations and services.

Laboratory Benefit: Laboratory testing and services.

Radiation/Chemotherapy Therapy Expense Benefit: For services and drugs used in antineoplastic therapy and the cost of its administration. Coverage is provided for any drug approved by the Federal Food and Drug Administration (FDA), regardless of whether the specific neoplasm for which the drug is being used as treatment is the specific neoplasm for which the drug was approved by the FDA, so long as: 1) the drug is ordered by a Physician for the treatment of a specific type of neoplasm; 2) the drug is approved by the FDA for use in antineoplastic therapy; 3) the drug is used as part of an antineoplastic drug regimen; 4) current medical literature substantiates its efficacy, and recognized oncology organizations generally accept the treatment; and 5) the Physician has obtained informed consent from the patient or parent, guardian, or Power of Attorney for the treatment regimen that includes FDA-approved drugs for off-label indications. This benefit includes orally administered treatments.

Hypodermic Needles and Syringes Benefit: Medically Necessary hypodermic needles and syringes, when administered in the Physician's office and charged on the Physician's statement. This does not include immunizations for preventive care or surgical injections.

Outpatient Prescription Drug Benefit: Prescription Drug means a drug which: 1) Under Federal law may only be dispensed by written prescription; and 2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration. The Prescription Drug must be dispensed for the Outpatient use by the Covered Person: 1) On or after the Covered Person's Effective Date; and 2) By a licensed pharmacy provider.

Ambulance Benefit: Use of a community or Hospital ambulance for Emergency Treatment. Ambulance service is transportation by a vehicle designed, equipped and used only to transport the sick and injured from home, the scene of the Accident or Emergency Treatment to a Hospital or between Hospitals. Surface trips must be to the closest local facility that can provide the covered service appropriate to the condition. If there is no such facility available, coverage is for trips to the closest facility outside the local area.

Durable Medical Equipment Expense Benefit: Includes the purchase or rental of Durable Medical Equipment. In no event shall we pay rental charges in excess of the purchase price. Any rental charges paid will be applied toward the cost of the purchase price if the equipment is purchased at a later date. We do not pay for the replacement of Durable Medical Equipment.

Durable Medical Equipment which includes oxygen and equipment, braces and appliances and medical equipment that: 1) is prescribed by the Physician who documents the necessity for the item including the expected duration of its use; 2) can withstand long-term repeated use without replacement; 3) is not useful in the absence of an Injury or Sickness; and 4) can be used in the home without medical supervision.

Consultant Physician Benefit: Must be deemed necessary and ordered by an attending Physician for the purpose of confirming or determining a diagnosis.

Emergency Dental Expense Benefit: Emergency dental treatment due to sustaining an Injury to natural teeth. Only expenses for emergency dental treatment to natural teeth will be reimbursed.

Mental or Nervous Conditions Expense Benefit: Means diagnosis and treatment of the following biologically-based mental disorders, as described in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association, referred to as the DSM: 1) schizophrenia; 2) schizoaffective disorder; 3) major depressive disorder; 4) bipolar disorder; 5) paranoia and other psychotic disorders; 6) obsessive-compulsive disorder; 7) panic disorder; 8) delirium and dementia; 9) affective disorders; 10) eating disorders; 11) post-traumatic stress disorder; 12) substance abuse disorders (see Alcohol and Drug Abuse Expense Benefit) ; and 13) Autism Spectrum Disorder (See Autism Spectrum Disorder Benefit). We will also pay benefits for the diagnosis and treatment of rape-related mental or emotional disorders to victims of a rape or victims of an assault with intent to commit rape whenever the costs of such diagnosis and treatment exceed the maximum compensation awarded to such victims pursuant to Massachusetts law. We will also pay benefits for Covered Persons under the age of nineteen (19) for the diagnosis and treatment of non-biologically-based mental disorders or other behavioral or emotional disorders which substantially interfere with or substantially limit the functioning and social interactions of such Covered Person. Such interference or limitation is documented by and the referral for said diagnosis and treatment is made by the Physician of such Covered Person or is evidenced by conduct, including, but not limited to: 1) an inability to attend school as a result of such a disorder; 2) the need to hospitalize the Covered Person as a result of such a disorder; or 3) a pattern of conduct or behavior caused by such a disorder which poses a serious danger to self or others.

Mental health services shall take place in the least restrictive clinically appropriate setting and shall consist of a range of Inpatient, Outpatient and Intermediate Services that shall permit Medically Necessary care expected to lead to improvement of the condition in a reasonable period of time, as well as Medically Necessary noncustodial treatment for the mental health disorders.

Psychopharmacological services and neuropsychological assessment services will be treated and covered under this benefit.

Alcohol and Drug Abuse Expense Benefit – Inpatient Hospital Confinement: means when a Covered Person is confined as an Inpatient in: (i) a Hospital; or (ii) an Intermediate Service Facility for the treatment of Alcohol Abuse or Drug Abuse, We will pay the benefits for such Hospital confinement. Such confinement must be in a licensed or certified facility, including Hospitals.

Outpatient Alcohol and Drug Services: means the treatment of alcoholism, Alcohol Abuse, Drug Abuse, or drug dependency. Outpatient treatment and Physician services include charges for services rendered in a Physician's office or by an Outpatient treatment department of a Hospital, community mental health facility or alcoholism treatment facility, so long as the Hospital, community mental health facility or alcoholism treatment facility is approved by the Joint Commission on the Accreditation of Hospitals or certified by the Department of Health. The services must be legally performed by or under the clinical supervision of a licensed Physician who certifies every three months that a Covered Person needs to continue such treatment.

Alcohol Abuse means a condition that is characterized by a pattern of pathological use of alcohol with repeated attempts to control its use, and with significant negative consequences in at least one of the following areas of life: medical, legal, financial, or psycho-social.

Drug Abuse means a condition that is characterized by a pattern of pathological use of a drug with repeated attempts to control its use, and with significant negative consequences in at least one of the following areas of life: medical, legal, financial, or psycho-social.

Maternity and Pre-Natal Care Expense Benefit: Covered Expenses incurred before, during, and after delivery of a Newborn Infant, including Physician, Hospital, laboratory, and ultrasound services. Coverage for the Inpatient postpartum stay for the Covered Person and her Newborn Infant in a Hospital, will, at a minimum, be for the length of stay recommended by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists in their guidelines for Perinatal Care.

Coverage for a length of stay shorter than the minimum period mentioned above may be permitted if the Covered Person's attending Physician determines further Inpatient postpartum care is not necessary for the Covered Person or her Newborn Infant provided the following are met:

1) In the opinion of the Covered Person's attending Physician, the Newborn Infant meets the criteria for medical stability in the latest edition of "Guidelines for Perinatal Care" prepared by the Academy of Pediatrics and the American College of Obstetricians and Gynecologists that determine the appropriate length of stay based upon the evaluation of: a) The antepartum, intrapartum, postpartum course of the mother and Newborn Infant; b) The gestational stage, birth weight, and clinical condition of the Newborn Infant; c) The demonstrated ability of the mother to care for the Newborn Infant after discharge; and d) The availability of post discharge follow up to verify the condition of the Newborn Infant after discharge; and

2. One (1) at-home post-delivery care visit is provided to the Covered Person at her residence by a Physician or Nurse performed no later than forty-eight (48) hours following discharge of the Covered Person and her Newborn Infant from the Hospital. Coverage for this visit includes, but is not limited to: a) Parent education; b) Assistance in training in breast or bottle feeding; and c) Performance of any maternal or neonatal tests routinely performed during the usual course of Inpatient care for the Covered Person or Newborn Infant, including the collection of an adequate sample for the hereditary and metabolic newborn screening. (At the Covered Person's discretion, this visit may occur at the Physician's office.); d) Subsequent home visits, provided that they are determined by the Physician to be Medically Necessary and shall be provided by a Physician or Nurse.

Interscholastic Sports Activity Benefit: Means 1. Taking part in a regularly scheduled athletic game or competition; or practice session for an athletic team or club; 2. Traveling to or from such a game, competition or practice session provided he is traveling with the athletic team or club; and under the direct and immediate supervision of the athletic team or club; or an adult authorized by the athletic team or club; or 3. Traveling directly, without interruption between his home and a scheduled game, competition or practice session; In a vehicle which is designated or furnished by the athletic team or club; operated by a properly licensed, adult driver; or under the direct supervision of the athletic team or club; or in a vehicle other than that described in 3. when operated by a properly licensed driver; and travel time does not exceed 12 hour(s) each way. Travel time includes the time to or from home, a scheduled game, competition or practice session; before required attendance time; after the Covered Person is dismissed; and after the Covered Person completes extra duties assigned by the school.

Wellness Medical Expense Benefit: Coverage is limited to the following expenses incurred subject to Exclusions. This benefit is not subject to Deductible or Coinsurance. In no event will the Company's maximum liability exceed the maximum stated in the Schedule of Benefits, as to expenses during any one period of individual coverage. Covered wellness expenses include: 1. Routine physical examinations: per Plan term which includes, routine physical examination, laboratory tests, x-rays and blood pressure screening 2. Preventive medical attention includes, annual screening mammogram; sports exams, an annual cervical screening for women; a gynecological exam for women; Immunizations and vaccines; Contraceptive Devices; Contraceptive Drugs.

Urgent Care Benefit: Means a walk-in clinic focused on the delivery of ambulatory care in a dedicated medical facility outside of a traditional Emergency Room. Urgent care centers primarily treat Injuries or Sicknesses requiring immediate care, but not serious enough to require an Emergency Room visit.

Diabetes Treatment Expense Benefit: Means Medically Necessary diabetes equipment services and supplies for the treatment of diabetes, when recommended by a Physician. We treat such charges the same way We treat any other Covered Expenses for a Sickness. Such supplies include:

- 1) Lancets and automatic lancing devices
- 2) Glucose test strips

- 3) Blood glucose monitors
- 4) Blood glucose monitors for visually impaired
- 5) Control solutions used in blood glucose monitors;
- 6) Diabetes data management systems for management of blood glucose
- 7) Urine testing products for glucose and ketones
- 8) Oral anti-diabetic agents used to reduce blood sugar levels
- 9) Alcohol swabs
- 10) Syringes
- 11) Injection aids including insulin drawing up devices for the visually impaired
- 12) Cartridges for the visually impaired
- 13) Disposable insulin cartridges and pen cartridges
- 14) Insulin pumps and equipment for the use of the pump including batteries
- 15) Insulin infusion devices
- 16) Oral agents for treating hypoglycemia such as glucose tablets and gels
- 17) Glucagon for injection to increase blood glucose concentration
- 18) Visual magnifying aids for use by the legally blind
- 19) Voice synthesizers for blood glucose monitors for use by the legally blind
- 20) Other diabetes equipment and related supplies to the treatment of diabetes.
- 21) Insulin and prescribed oral diabetes medications that influence blood sugar levels;
- 22) Laboratory tests, including glycosylated hemoglobin, or HbA1c, tests; and
- 23) Therapeutic molded shoes and shoe inserts for people who have severe diabetic foot disease when the need for therapeutic shoes and inserts has been certified and prescribed by the treating Physician and furnished by a podiatrist, orthotist, prosthetist or pedorthist.

A Co-payment may be applied for no less than a 30-day supply of the following items: blood glucose monitoring strips, urine glucose strips, ketone strips, lancets, insulin syringes, insulin pens, insulin and oral medications.

We also cover charges for expenses incurred for diabetes self-management education. Coverage for self-management education and education relating to diet shall be limited to Medically Necessary visits upon the diagnosis of diabetes, where a Physician diagnoses a significant change in the Covered Person's symptoms or conditions which necessitates changes in a patient's self-management or upon determination that reeducation or refresher education is necessary. Diabetes self-management education may be provided by a Physician or the Physician's office staff, as part of an office visit, or by a certified diabetes nurse educator, certified nutritionist, certified dietician, or registered dietician. Education may be limited to group settings wherever practicable. Coverage for self-management education and education relating to diet includes Medically Necessary home visits.

Emergency Medical Evacuation: If the local attending legally qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment. If the Covered Person is traveling alone and will be hospitalized for more than 4 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, economy transportation, for a single visit to and from the Covered Person's bedside.

Return of Remains: In the event of the Covered Person's death, the expense incurred within 30 days from the date of the Covered Loss will be paid for minimally necessary casket or air tray, preparation and transportation of their remains to their primary place of residence in the United States of America or to the place of burial.

Hospice Care Benefit: means benefits for a terminally ill Covered Person with a life expectancy of six (6) months or less. We will also pay benefits for: 1) nursing care by a Nurse; physical therapy and speech therapy when rendered by a licensed therapist; 2) medical supplies, including drugs and the use of medical appliances; 3) Physician's services; and 4) services, supplies, and treatments deemed Medically Necessary and ordered by a licensed Physician

Home Health Care Expense Benefit: means services furnished to a Covered Person. Such benefits must be provided by a licensed Home Health Agency. We will pay the covered percentage up to the Maximum Benefit. Except for a Home Health aide, each visit by a representative of a Home Health Agency shall be considered as one home health visit. A visit of four (4) hours or less by a home health aide shall be considered as one home health visit. Charges for such services are subject to the Deductible shown in the plan of insurance.

Home Health Agency means a public or private agency or organization that offers home care services including skilled nursing services and at least one (1) other therapeutic service in the residence of the client through Physicians, Nurses, therapists, social workers, and homemakers whom they recruit and supervise.

Cytologic Screening (Pap Smear) and Mammographic Examination Benefit: means cytologic screenings and mammographic examinations. In the case of benefits for cytologic screening, benefits provide for an annual cytologic screening for women eighteen (18) years of age and older.

Early Intervention Benefit: means necessary care and treatment of medically diagnosed congenital defects and birth abnormalities, or premature birth. Such coverage shall also include special medical formulas which are approved by the commissioner of the Department of Public Health, prescribed by a Physician, and are Medically Necessary for treatment of phenylketonuria, tyrosinemia, homocystinuria, maple syrup urine disease, propionic acidemia, or methylmalonic acidemia in Newborn Infants or Medically Necessary to protect the unborn fetuses of pregnant women with phenylketonuria.

Coverage includes screening for lead poisoning, a hearing screening test (before discharged from the hospital), hereditary and metabolic screening at birth, appropriate immunizations, and tuberculin tests, hematocrit, hemoglobin or other appropriate blood tests, and urinalysis as recommended by the Physician.

Benefits will also be paid for preventive and primary care services for a dependent child of a Covered Person from the date of birth through the attainment of six (6) years of age and includes physical examination, history, measurements, sensory screening, neuropsychiatric evaluation and development screening, and assessment at the following intervals: six (6) times during the child's first year after birth, three (3) times during the next year, annually until age six (6). Such services also includes hereditary and metabolic screening at birth, appropriate immunizations, and tuberculin tests, hematocrit, hemoglobin or other appropriate blood tests, and urinalysis as recommended by the Physician.

Hearing Aids Benefit: means coverage for the purchase of a hearing aid for a Covered Person twenty-one (21) years of age or younger when prescribed or recommended by a Physician. Benefits include the related services of fitting, adjustments and supplies, including ear molds when prescribed by a licensed audiologist or hearing instrument specialist. A Covered Person may choose a hearing aid that is priced higher than the benefit payable under this benefit and pay the difference between the hearing aid and the benefit payable.

Speech, Hearing and Language Disorders Benefit: means coverage for Medically Necessary diagnosis and treatment of speech, hearing and language disorders by individuals licensed as speech-language pathologists or audiologists under chapter 112, if such services are rendered within the lawful scope of practice for such speech-language pathologists or audiologists regardless of whether the services are provided in a Hospital, clinic or private office; provided, however, that such coverage will not extend to the diagnosis or treatment of speech, hearing and language disorders in a school-based setting.

Pediatric Specialty Care Benefit: means benefits for pediatric specialty care, including PANDAS, PANS and mental and behavioral care by a Physician, with recognized expertise in specialty pediatrics to Covered Persons requiring such services. Some pediatric specialties include, but may not be limited to, neurology, cardiology, gastroenterology, pulmonology, endocrinology, adolescent medicine, sleep disorders and the care for acute and chronic medical conditions.

PANDAS means pediatric autoimmune neuropsychiatric disorders associated with streptococcal infections.

PANS means pediatric acute-onset neuropsychiatric syndrome.

Autism Spectrum Disorder (ASD) Benefit: means the diagnosis and treatment of Autism Spectrum Disorder. Treatment of Autism Spectrum Disorders includes the following care prescribed, provided or ordered for a Covered Person diagnosed with one of the Autism Spectrum Disorders by a Physician or Autism Services Provider: Habilitative or Rehabilitative care; Pharmacy Care, Psychiatric Care; Psychological Care and Therapeutic Care. Diagnosis includes Medically Necessary assessments, evaluations including neuropsychological evaluations, genetic testing or other tests to diagnose whether an individual has an ASD. We will not subject to a limit on the number of visits an individual may make to an Autism Services Provider.

Applied Behavior Analysis means the design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including in the use of direct observation, measurement and functional analysis of the relationship between environment and behavior.

Autism Services Provider means a person, entity or group that provides treatment of autism spectrum disorders.

Autism Spectrum Disorder (ASD) means any of the pervasive developmental disorders as defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, including autistic disorder, Asperger's disorder and pervasive developmental disorders not otherwise specified.

Board Certified Behavior Analyst means a behavior analyst credentialed and certified by the behavior analyst certification board as a board certified behavior analyst.

Habilitative or Rehabilitative Care means professional, counseling and guidance services and treatment programs, including, but not limited to, Applied Behavior Analysis supervised by a Board Certified Behavior Analyst, that are necessary to develop, maintain and restore, to the maximum extent practicable, the functioning of an individual.

Pharmacy Care means medications prescribed by a Physician and health-related services deemed Medically Necessary to determine the need or effectiveness of the medications, to the same extent that Pharmacy Care is provided by the Policy for other medical conditions.

Psychiatric Care means direct or consultative services provided by a psychiatrist licensed in the state in which the psychiatrist practices.

Psychological Care means direct or consultative services provided by a psychologist licensed in the state in which the psychologist practices.

Therapeutic Care means services provided by licensed or certified speech therapists, occupational therapists, physical therapists or social workers.

Cleft Lip and Cleft Palate Benefit: means benefits for a Covered Person under the age of 18 for the cost of treating congenital conditions of cleft lip and cleft palate if such services are prescribed by the treating Physician. The coverage includes benefits for: 1) medical, dental, oral and facial surgery; 2) surgical management and follow-up care by oral and plastic surgeons; 3) orthodontic treatment and management; 4) preventative and restorative dentistry to ensure good health; 5) adequate dental structures for orthodontic treatment or prosthetic management therapy, speech therapy, audiology and nutrition services. This benefit does not include payment for dental or orthodontic treatment not related to the management of the congenital conditions of cleft lip and cleft palate.

Non-Prescription Enteral Formulas and Low Protein Food Formulas Benefit: means benefits for non-prescription enteral formulas when recommended by the Covered Person's Physician for the treatment of malabsorption caused by Crohn's disease, ulcerative colitis, gastroesophageal reflux, gastrointestinal motility, chronic intestinal pseudo-obstruction and inherited diseases of amino acids and organic acids.

Prosthetics Benefit: means benefits up to the Maximum Benefit for a Covered Person for Medically Necessary Prosthetics, including repairs or replacements.

Scalp Hair Prosthesis Benefit: means benefits for a scalp hair prosthesis worn for hair loss suffered as a result of the treatment of any form of cancer or leukemia. We will pay for one (1) new machine produced (synthetic) with adjustable back prosthesis or one hand-tied ready-made synthetic or process human hair prosthesis annually. Such prosthesis shall be the most appropriate, cost effective solution to the Covered Person's hair loss. The Covered Person must have a written prescription from the treating Physician for a scalp hair prosthesis.

Qualified Clinical Trials Benefit: means benefits for Patient Care Services provided pursuant to a Qualified Clinical Trial. **Qualified Clinical Trial** means a clinical trial that meets the following conditions:

- (1) The clinical trial is intended to treat cancer in a Covered Person who has been so diagnosed.
- (2) The clinical trial has been peer reviewed and is approved by one of the United States National Institutes of Health, a cooperative group or center of the National Institutes of Health, a qualified nongovernmental research entity identified in guidelines issued by the National Institutes of Health for center support grants, the United States Food and Drug Administration pursuant to an investigational new drug exemption, the United States Departments of Defense or Veterans Affairs, or, with respect to Phase II, III and IV clinical trials only, a qualified institutional review board.
- (3) The facility and personnel conducting the clinical trial are capable of doing so by virtue of their experience and training and treat a sufficient volume of patients to maintain that expertise.
- (4) With respect to phase I clinical trials, the facility shall be an academic medical center or an affiliated facility, and the clinicians conducting the trial shall have staff privileges at said academic medical center.
- (5) The Covered Person meets the patient selection criteria enunciated in the study protocol for participation in the clinical trial.
- (6) The Covered Person has provided informed consent for participation in the clinical trial in a manner that is consistent with current legal and ethical standards.
- (7) The available clinical or pre-clinical data provide a reasonable expectation that the Covered Person's participation in the clinical trial will provide a medical benefit that is commensurate with the risks of participation in the clinical trial.
- (8) The clinical trial does not unjustifiably duplicate existing studies.
- (9) The clinical trial must have a therapeutic intent and must, to some extent, assess the effect of the intervention on the patient.

Patient Care Service means a health care item or service that is furnished to an individual enrolled in a Qualified Clinical Trial, which is consistent with the Usual, Reasonable and Customary standard of care for someone with the patient's diagnosis, is consistent with the study protocol for the clinical trial, and would be covered if the patient did not participate in the clinical trial. Patient Care Service does not include:

- (1) An investigational drug or device but a drug or device that has been approved for use in the qualified clinical trial,

whether or not the Food and Drug Administration has approved the drug or device for use in treating the patient's particular condition, shall be a patient care service to the extent that the drug or device is not paid for by the manufacturer, distributor or provider of the drug or device.

(2) Nonhealth care services that a patient may be required to receive as a result of being enrolled in the clinical trial.

(3) Costs associated with managing the research associated with the clinical trial.

(4) Costs that would not be covered for non-investigational treatments.

(5) Any item, service or cost that is reimbursed or otherwise furnished by the sponsor of the clinical trial.

(6) The costs of services which are inconsistent with widely accepted and established national or regional standards of care.

(7) The costs of services which are provided primarily to meet the needs of the trial, including, but not limited to, tests, measurements and other services which are typically covered but which are being provided at a greater frequency, intensity or duration.

(8) Services or costs that are not covered under the patient's contract with the plan.

Bone Marrow Transplant Benefit: means coverage for Persons with Metastatic Breast Cancer. Also covered:

1) permit participation in clinical trials when an oncologist recommends participation on the grounds that the proposed procedure shows promise as a useful treatment for that patient, and the proposed procedure is likely to be at least as effective as conventional treatment for that patient; and

2) provide coverage for a bone marrow transplant, in accordance with 105 CMR 240.005(A), if the patient meets the eligibility criteria for enrollment into a clinical trial meeting the requirements of 105 CMR 240.006, even if the patient is not formally enrolled in that clinical trial.

The clinical trials will be conducted in accordance with a protocol approved by an institutional review board meeting the requirements for the protection of human subjects specified in 45 CFR Part 46. In addition, the clinical trial will be conducted:

1) at a licensed health facility which is located at the principal site of an academic medical center which participates in NCI sponsored or approved research in any cancer specialty area; or

2) at a licensed health facility which has a formal affiliation agreement with an academic medical center to provide bone marrow transplantation as part of an NCI sponsored or approved research protocol.

Bone Marrow Transplant means the use of high dose chemotherapy and radiation in conjunction with transplantation of autologous bone marrow or peripheral blood stem cells which originate in the bone marrow.

Metastatic Breast Cancer means Stage III and Stage IV breast cancer, as well as Stage II breast cancer which has spread to tenormorelymph nodes, as defined by the American College of Surgeons.

Cardiac Rehabilitation Benefit: means coverage for cardiac rehabilitation. Cardiac rehabilitation means multidisciplinary treatment of a Covered Person with documented cardiovascular disease, which will be provided in either a Hospital or other setting and which meets the standards promulgated by the Commissioner of public health. Benefits will include, but is not be limited to, Outpatient treatment which is to be initiated within twenty-six (26) weeks after the diagnosis of such disease.

Human Leukocyte Testing Benefit: means the cost of human leukocyte antigen testing or histocompatibility locus antigen testing that is necessary to establish bone marrow transplant donor suitability. The coverage will include the costs of testing for A, B or DR antigens, or any combination thereof, consistent with rules, regulations and criteria established by the Commonwealth of Massachusetts.

Lipodystrophy Syndrome Benefit: means medical or drug treatments to correct or repair disturbances of body composition caused by HIV associated lipodystrophy syndrome including, but not limited to, reconstructive surgery, such as suction assisted lipectomy, other restorative procedures and dermal injections or fillers for reversal of facial lipoatrophy syndrome.

Long-Term Antibiotic Therapy Benefit: means long-term antibiotic therapy for a Covered Person with Lyme disease when determined to be Medically Necessary and ordered by a Physician after making a thorough evaluation of the patient's symptoms, diagnostic test results or response to treatment. An experimental drug will be covered as a long-term antibiotic therapy if it is approved for an indication by the United States Food and Drug Administration; provided, however, that a drug, including an experimental drug, shall be covered for an off-label use in the treatment of Lyme disease if the drug has been approved by the United States Food and Drug Administration.

Off-Label Drug Benefit: means drugs used for the treatment of cancer or HIV/AIDS on the grounds that the off-label use of the drug has not been approved by the United States Food and Drug Administration for that indication; provided, however,

that such drug is recognized for treatment of such indication in one (1) of the Standard Reference Compendia, or in the medical literature, or by the commissioner under the provisions of section forty-seven L.

Standard Reference Compendia means (a) the United States Pharmacopoeia Drug Information; (b) the American Medical Association Drug Evaluations; or (c), the American Hospital Formulary Service Drug Information.

Telemedicine Benefit: means benefits for telemedicine, as it pertains to the delivery of health care services, which includes the use of synchronous or asynchronous audio, video, electronic media or other telecommunications technology, including, but not limited to: (i) interactive audio-video technology; (ii) remote patient monitoring devices; (iii) audio-only telephone; and (iv) online adaptive interviews, for the purpose of evaluating, diagnosing, consulting, prescribing, treating or monitoring of a patient's physical health, oral health, mental health or substance use disorder condition. Cost-sharing will not be imposed for Medically Necessary coronavirus testing and treatment in accordance with DPH (Department of Public Health) and CDC (Centers for Disease Control and Prevention) guidelines when delivered via telemedicine by In-Network providers.

Outpatient Contraceptive Services Benefit: means consultations, examinations, procedures and medical services provided on an Outpatient basis and related to the use of all contraceptive methods, including Contraceptive Drugs and Contraceptive Devices.

This does not include male condoms or contraceptives that do not have a Therapeutic Equivalent.

Therapeutic Equivalent means a Contraceptive Drug, Contraceptive Device or product that is: 1) approved as safe and effective; 2) pharmaceutically equivalent to another Contraceptive Drug, Contraceptive Device or product in that it contains an identical amount of the same active drug ingredient in the same dosage form and route of administration and meets compendial or other applicable standards of strength, quality, purity and identity; and 3) assigned the same therapeutic equivalence code as another Contraceptive Drug Contraceptive Device or product by the FDA.

This section does not apply to a Church.

Church means a church, a convention or association of churches, or an elementary or secondary school which is controlled, operated, or principally supported by a church or by a convention or association of churches.

Definitions

For the purposes of the Policy the capitalized terms used are defined as follows. This is a summary of definitions. For the complete list, please see the Policy on file with your school.

Accident means an unforeseeable and unexpected event which:

- 1) Causes Injury to one or more Covered Persons

Coinurance means the percentage of Covered Expenses for which the Company is responsible for a specified covered service after the Deductible, if any, has been met.

Company means United States Fire Insurance Company. Also referred to as We, Us and Our.

Covered Accident means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss for which benefits are payable.

Covered Expense means charges:

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

Covered Expense must be incurred by the Covered Person while the Policy is in force.

Covered Person means a person eligible for coverage as identified in the Schedule of Benefits for whom proper premium payment has been made, and who is therefore insured under the Policy.

Emergency/Emergency Treatment means a Sickness or Injury for which the Covered Person seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care a prudent lay-person possessing an average knowledge of

health and medicine would reasonably expect that failure to receive immediate medical attention would cause:

- His life or health would be in serious jeopardy, or, with respect to a Pregnant woman, serious jeopardy to the health of the woman or her unborn Child;
- His bodily functions would be seriously impaired; or
- A body organ or part would be seriously damaged.

Emergency Medical Condition means a medical condition, whether physical, behavioral, related to substance use disorder, or mental, manifesting itself by symptoms of sufficient severity, including severe pain, that the absence of prompt medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine, to result in placing the health of a Covered Person in serious jeopardy, serious impairment to body function, or serious dysfunction of any body organ or part, or, with respect to a pregnant woman, as further defined in § 1867(e)(l)(B) of the Social Security Act, 42 U.S.C. § 1395dd(e)(1)(B).

Experimental/Investigational means that a drug, device or medical care or treatment will be considered experimental/investigational if:

- The drug or device cannot be lawfully marketed without approval of the Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;
- The drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- Reliable Evidence show that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis; or
- Reliable Evidence show that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment or the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment. Covered Expenses will be considered in accordance with the drug, device or medical care at the time the expense is incurred.

This definition excludes Qualified Clinical Trials.

Hospital means an institution licensed, accredited or certified by the State that:

- 1) Operates as a Hospital pursuant to law for the care, treatment and providing Inpatient services for sick or injured persons;
- 2) Is accredited by the Joint Commission on Accreditation of Healthcare Organizations;
- 3) Provides 24-hour nursing service by a Nurse on duty or call;
- 4) Has a staff of one or more licensed Physicians available at all times;
- 5) Provides organized facilities for diagnosis, treatment and surgery, either
 - a. on its premises; or
 - b. in facilities available to it, on a pre-arranged basis;
- 6) Is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
- 7) Is not a place for drug addicts, alcoholics or the aged.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

- 1) the Joint Commission of Accreditation of Hospitals; or
- 2) the American Osteopathic Association; or
- 3) the Commission on the Accreditation of Rehabilitative Facilities.

In addition, We will not deny a claim for a Skilled Nursing Facility if it meets the definition of such a facility and is a Covered Expense under the Policy.

Hospital does not include a place, special ward, floor or other accommodation used for: custodial or educational care; rest, the aged; a nursing home or an institution mainly rendering treatment or services for mental illness or substance abuse, except as specifically stated.

Immediate Family means a Covered Person's parent (includes Step-parent), brother, sister, grandparents. A Member of the Immediate Family includes an individual who normally lives in the Covered Person's household.

Initial Treatment Period means the number of days following the date of an Injury during which a Covered Person must seek treatment or date of first treatment for Sickness. The Initial Treatment Period is shown on the Schedule of Benefits

In-Network Provider means a group of health, dental or vision care providers who contract with a carrier, including a dental or vision carrier, or affiliate to provide health, dental or vision care services to Covered Persons covered by any or all of the carriers, including a dental or vision carrier's or affiliate's plans, policies, contracts or other arrangements. In-Network Provider shall not mean those participating providers who provide services to subscribers of a nonprofit hospital service corporation organized under M.G.L. c. 176A, or a nonprofit medical service corporation organized under M.G.L. c. 176B.

Injury means bodily harm resulting, directly and independently of disease or bodily infirmity, from an Accident. The Accident would occur after the effective date of a Covered person's coverage under the Policy and while the Policy is in force." All injuries to the same Covered Person sustained in one Accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

Intensive Care Unit/Pediatric Care Unit means a cardiac care unit or other unit or area of a Hospital which meets the required standards of the Joint Commission on Accreditation of Hospitals for Special Care Units.

Inpatient means a Covered Person who incurs medical expenses for at least one (1) day's room and board from a Hospital; or more than 23 hours in an Observation Unit. Inpatient services may be provided in a general hospital licensed to provide such services, in a facility under the direction and supervision of the Department of Mental health, in a private mental hospital licensed by the Department of Mental health, or in a substance abuse facility licensed by the Department of Public Health.

Maximum Benefit means the largest total amount of Covered Expenses that the Company will pay for the Covered Person as shown in the Schedule of Benefits

Medically Necessary means a treatment, drug, device, service, procedure or supply that is:

- 1) is the most appropriate available supply or level of service for the Covered Person in question considering potential benefits and harms to the individual;
- 2) is known to be effective, based on scientific evidence, professional standards and expert opinion, in improving health outcomes; or
- 3) for services and interventions not in widespread use, is based on scientific evidence.

When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an Outpatient basis.

The purchasing or renting air conditioners, air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them, and general exercise equipment are not considered Medically Necessary.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

A treatment, drug, device, procedure, supply or service shall not be considered as Medically Necessary if it:

- Is Experimental/Investigational or for research purposes;
- Is provided for education purposes or the convenience of the Covered Person, the Covered Person'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 and where ongoing treatment is merely for maintenance or preventive care;
- 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;
 - Involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
 - It can be safely provided to the patient on a less cost effective basis such as Outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

Mental or Nervous Disorder 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 on the date the medical care or treatment is rendered to a Covered Person. **May also be known as Mental or Nervous Condition.**

Natural Teeth means the major portion of the individual tooth which is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

Non-Network Provider means a Physician, Hospital and other healthcare providers who are not a member of the designated PPO network contracted with Us to provide medical services to the Covered Person.

A Covered Person may incur significant out-of-pocket expenses with these providers. Charges in excess of the Insurance payment are the Covered Person's responsibility.

Nurse means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.). Nurse also includes a certified registered nurse anesthetist and nurse practitioner.

Physician means a:

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

who is a qualified practitioner of medicine. As such, he or she must be acting within the scope of his/her license under the laws in the state in which he or she practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, or a Covered Person's Immediate Family.

Physician will also mean any licensed practitioner who We are required by law to recognize as a Physician. This includes a certified nurse practitioner, a certified nurse-midwife, a Physician's assistant, social worker or psychiatric nurse to the same extent that their services would be covered if performed by a Physician. Physician will also mean a licensed mental health professional, which may include a psychologist, independent clinical social worker, mental health counselor, nurse mental health clinical specialist, licensed alcohol and drug counselor or a family therapist within the lawful scope of practice for such therapist.

Physical Therapy means any form of the following administered by a Physician: 1) physical or mechanical therapy; 2) diathermy, 3) ultra-sonic therapy; 4) heat treatment in any form; or 5) manipulation or massage.

Preferred Allowance means the contractually agreed upon amount an In-Network Provider will accept as payment in full for Covered Expenses.

Prescription Drugs means drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration.]

Prescription Drug means a drug which: 1) Under Federal law may only be dispensed by written prescription; and 2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration. However, an off-label use of a drug that has not been approved by the FDA, but is recognized by the standard reference compendia, or in medical literature, or by the commissioner under the provisions of section forty-seven L for Medically Necessary treatment of cancer or HIV/AIDS is recognized under this definition.

Prosthetic means an artificial leg or arm.

Sickness means illness or disease which requires treatment by a Physician while covered by the Policy. The Sickness would occur after the effective date of a Covered Person's coverage under the Policy and while the Policy is in force. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same Sickness.

Usual, Reasonable and Customary means:

- 1) With respect to fees or charges, fees for medical services or supplies which are; (a) Usually charged by the provider for the service or supply given; and (b) The average charged for the service or supply in the Geographic Area in which the service or supply is received; or
- 2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

"Geographic Area" means the three digit zip code in which the service, treatment, procedure, drugs or supplies are provided; a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device drug or supply.

Usual, Reasonable and Customary charges, Fees or Expenses as used in the Policy to describe expense will be considered to mean the percentile of the payment system in effect at Policy issue as shown on the Schedule of Benefits

We, Our, Us means United State Fire Insurance Company underwriting this Insurance.

Exclusions

The Policy does not cover any loss resulting from any of the following unless otherwise covered under the Policy by Additional Benefits:

1. War or any act of war, declared or undeclared;
2. Charges which are in excess of Usual, Reasonable and Customary charges, if applicable;
3. Charges that are not Medically Necessary;
4. Charges provided at no cost to the Covered Person
5. Charges incurred for Surgery or treatments which are, Experimental/Investigational, or for research purposes;
6. Elective or Cosmetic surgery and Elective Treatment or treatment for congenital anomalies (except as specifically provided), except for reconstructive surgery on a diseased or injured part of the body (Correction of a deviated nasal septum is considered Cosmetic Surgery unless it results from a covered Injury or Sickness);
7. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - a) While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
or
 - b) While being used for any test or experimental purpose; or
 - c) While piloting, operating, learning to operate or serving as a member of the crew thereof; or
 - d) While traveling in any such aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household.
 - e) A space craft or any craft designed for navigation above or beyond the earth's atmosphere.
Except as a fare paying passenger on a regularly scheduled commercial airline.
8. Services rendered for detection and correction by manual or mechanical means (including x-rays incidental thereto) of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column, unless specifically covered by Policy.
9. Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the Policyholder; or an Immediate Family member of the Covered Person;
10. Any Covered Loss paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in an occupation for monetary gain from sources other than the Policyholder;
11. Eyeglasses, contact lenses, hearing aids, or examinations for prescriptions;
12. Rest cures or Custodial Care.

13. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident .
14. Commission or attempt to commit an assault or felony, or that occurs while being engaged in an illegal act;
15. Voluntary, active participation in a riot or insurrection;

16. Medical expenses resulting from a motor vehicle accident in excess of that which is payable under any other valid and collectible insurance.

17. Expenses incurred for an Accident or Injury or Sickness after the Benefit Period shown in the Schedule of Benefits or incurred after the termination date of coverage.

Non-Insurance Assistance Services

Non-Insurance Assistance services are provided by On Call International and are not insurance benefits. An outline of the assistance services appears below.

Medical Emergency Services

- Worldwide, 24-hour medical location service
- Medical case monitoring, arrange communication between patient, family, physicians, employer, consulate, etc...
- Medical transportation arrangements –Emergency Evacuation/Repatriation/Return of Remains
- Emergency message service for medical situations

Legal Assistance

- Worldwide, 24-hour contact for non-criminal legal emergencies
- Legal referral to help you locate a consular official or attorney

Travel Assistance

- Help with lost passports, tickets and documents

On Call International

- U.S.: (866) 509-7715
- E-mail for emergencies to mail@oncallinternational.com

Claim Procedures for Accident and Sickness Benefits

In the event of Accident or Sickness, students should:

1. Report to the Student Health Service or Infirmary for treatment or referral, or when not in school, to the nearest Physician or Hospital.
2. Secure a Company claim form from the Student Health Services or from the address below, fill out the form completely, attach all medical and hospital bills and mail to the address below.
3. File claim within 30 days of Injury or first treatment for a Sickness. Bills should be received by the Company within 90 days of service. Bills submitted after one year will not be considered for payment except in the absence of legal capacity.

Submit all Claims or Inquiries to:

HealthSmart
PO Box 94468
Lubbock, TX 79493-4468
(833) 780-3892
www.healthsmart.com/CAA.aspx

Question or Complaints Regarding this Plan:

If you have questions or complaints, please contact the Plan Administrator

Gigi Warren
Clifford Allen Associates, Ltd.
PO Box 23615
Hilton Head Island, SC 29925
(888) 342-2224

Plan is underwritten by: United States Fire Insurance Company. C&F and Crum & Forster are registered trademarks of United States Fire Insurance Company. This is a brief summary of coverage and is subject to the terms, conditions, limitations and exclusions of the policy. Please see the Policy on file with the school for complete details of your coverage.

NONDISCRIMINATORY: Health care services and any other benefits to which a Covered Person is entitled are provided on a nondiscriminatory basis, including benefits mandated by state and federal law.

THIS IS LIMITED BENEFIT COVERAGE. READ IT CAREFULLY. THE POLICY IS NOT RENEWABLE.

 **This health plan, alone, does not meet Minimum Creditable Coverage standards and will not satisfy the individual mandate that you have health insurance.**

This insurance is not subject to, and does not provide certain insurance benefits required by the United States' Patient Protection and Affordable Care Act ("PPACA"). PPACA requires certain US citizens or US residents to obtain PPACA compliant health insurance, or "minimum essential coverage." Tax penalties may be imposed on U.S. residents or citizens who do not maintain minimum essential coverage, a In some cases, certain individuals may be deemed to have minimum essential coverage under PPACA even if their insurance coverage does not provide all of the benefits required by PPACA. You should consult your attorney or tax professional to determine whether the Policy meets any obligations you may have under PPACA.

Disclosures

In the event that We require a Covered Person to contact either Our designee or the Physician of the Covered Person or Us within forty-eight (48) hours of receiving Emergency Services, that notification already given to Our designee, the Physician or Us by the attending emergency Physician shall satisfy that requirement.

The Department of Public Health Office of Patient Protection (OPP) is available to answer questions concerning the legislation, regulation or a Covered Person's rights as a managed care consumer. All information specified in 211 CMR 52.16 is available to any Covered Person or any prospective insured from the Office of Patient Protection. He can contact the Office of Patient Protection by phone (1-800-436-7757) or fax (617-624-5046) or via the internet site (www.state.ma.us/dph/bhqm).

The Covered Person may call toll free 833 780-3892 for the following:

1. To locate an In-Network Provider in the area.
2. To find the estimated or maximum allowed amount or charge for a proposed admission, procedure or service.
3. To find the estimated amount the Covered Person will be responsible to pay for a proposed admission, procedure or service that is a Medically Necessary covered benefit, based on the information available to the Company at the time the request is made, including any facility fee, Co-payment, Deductible, Coinsurance for any covered benefits.

For more information on benefits, Covered Expenses, Co-payments, Deductibles from In-Network and Non-Network Providers and covered Prescription Drugs, call toll-free 833 780-3892

The Covered Person shall not be required to pay more than the disclosed amounts for the Covered Benefits that were actually provided.

Whenever a location where health care services are provided is part of the Network, the Company will cover Medically Necessary Covered Benefits delivered at that location. The Covered Person will not be responsible for paying more than the amount required for In-Network services delivered at that location even if part of the Medically Necessary Covered Benefits are performed by a Non-Network Providers, unless the Covered Person has a reasonable opportunity to choose to have the service performed by an In-Network Provider.

5 Christopher Way, Eatontown,

NJ.

Please keep this brochure of the important features of the plan. It is not a contract of insurance. This plan includes both insurance and non-insurance benefits. The terms and conditions of the accident and sickness coverage are set forth in the plan issued to your school. For a detailed plan description, exclusions, and limitations, please view the plan on file with your school. The issued policy contains a complete description of reductions, limitations, exclusions, definitions and termination provisions. If there is any conflict between this brochure and the Policy, the Policy shall govern in all cases. Insurance is underwritten by United States Fire Insurance Company with its principal place of business at