#### **PLEASE NOTE:**

THIS DOCUMENT HAS
CHANGED. PLEASE SEE THE
BACK COVER FOR DETAILS.

# 2012-2013 STUDENT INJURY AND SICKNESS INSURANCE PLAN

Designed Especially for Students of



### Limited Benefit Plan. Please Read Carefully

Limited benefits health insurance. The insurance evidenced by this certificate provides limited benefits health insurance only. It does NOT provide basic hospital, basic medical, or major medical as defined by the New York State Insurance Department.

Important: Please see the Notice on the first page of this plan material concerning student health insurance coverage.



12-BR-NY 31-278-6

# **Notice Regarding Your Student Health Insurance Coverage**

Your student health insurance coverage, offered by UnitedHealthcare Insurance Company of New York, may not meet the minimum standards required by the health care reform law for restrictions on annual dollar limits. The annual dollar limits ensure that consumers have sufficient access to medical benefits throughout the annual term of the policy. Restrictions for annual dollar limits for group and individual health insurance coverage are \$1.25 million for policy years before September 23, 2012; and \$2 million for policy years beginning on or after September 23, 2012 but before January 1, 2014. Restrictions on annual dollar limits for student health insurance coverage are \$100,000 for policy years before September 23, 2012 and \$500,000 for policy years beginning on or after September 23, 2012 but before January 1, 2014. Your student health insurance coverage puts a policy year limit of \$100,000 that applies to the essential benefits provided in the Schedule of Benefits unless otherwise specified. If you have any questions or concerns about this notice, contact Customer Service at 1-866-808-8298. Be advised that you may be eligible for coverage under a group health plan of a parent's employer or under a parent's individual health insurance policy if you are under the age of 26. Contact the plan administrator of the parent's employer plan or the parent's individual health insurance issuer for more information.

DeVry Locations:

Manhattan, NY

Rego Park (Queens), NY

Dear Students and Parents:

Recognizing the high cost of insurance premiums today and keeping the interest and protection of all our students in mind, DeVry University has arranged for an injury and sickness insurance program for students. All U.S. full-time onsite students are required to enroll in this injury and sickness insurance Plan, unless you have your own health policy or are covered as a dependent on a parent's or spouse's policy.

Please read this brochure carefully for current cost, coverage and benefits. Few standard hospital plans, if any, reimburse you fully for the constantly increasing cost of medical care. Although benefits of the Plan are limited in certain areas, it is designed to alleviate the basic cost of hospital and some outpatient care resulting from an injury or illness. This Plan also provides the option for spouse and/or children coverage. Special provider arrangements have been negotiated with the United Healthcare network of hospitals which may reduce your out-of-pocket expenses for hospital services. Students may apply for the insurance program at registration. Only the student portion of the premium may be charged to the student's DeVry University account.

Although health insurance coverage is a condition of enrollment at DeVry University, a student may complete a waiver form at registration if they already have their own health policy or are covered as a dependent on a parent's or spouse's policy.

DeVry University sincerely believes that this insurance program will help reduce the cost of treatment for sickness and injury from accidents that may occur. Should you wish for more detailed information about the plan, please contact Student Central at the location you will be attending.

Sincerely,

Madeleine Slutsky DeVry University

VP of Student and Career Services

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#### **Table of Contents**

Privacy Policy	1
Eligibility	1
Effective and Termination Dates	1
Premium Rates	2
Extension of Benefits After Termination	2
Pre-Admission Notification	2
Schedule of Medical Expense Benefits	3
UnitedHealthcare Network Pharmacy Benefits	8
Preferred Provider Information	9
Maternity Testing	.10
Continuation Privilege	.10
Excess Provision	11
Mandated Benefits	11
Benefits for Biologically Based Mental Illness	11
Benefits for Treatment of Chemical Dependence (Alcoholism and Drug Abuse)	.11
Benefits for Mental Illness Treatment	11
Benefits for Maternity Expenses	.12
Benefits for Children with Serious Emotional Disturbances	.12
Benefits for Diabetes Expense	.12
Benefits for Cervical Cytological Screening and Mammograms	.13
Benefits for Breast Cancer Treatment	.14
Benefits for Prescription Drugs for the Treatment of Cancer	.14
Benefits for Second Medical Opinion for Diagnosis of Cancer	
Benefits for Prostate Screening	.14
Benefits for Oral Chemotherapy Drugs	.15
Benefits for Medical Foods	.15
Benefits for End of Life Care for Terminally III Cancer Patients	.15
Benefits for Bone Mineral Density Measurements or Tests	.16
Benefits for Contraceptive Drugs or Devices	.16
Definitions	.16
Exclusions and Limitations	.18
Scholastic Emergency Services: Global Emergency Medical Assistance	.20
Resolution of Grievance Notice Internal Appeal Process and	
External Independent Review Process Related to Health Care Services	
Collegiate Assistance Program	.25
Online Access to Account Information	.25
Claim Procedure	06

#### **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 866-808-8298 or by visiting us at www.uhcsr.com/DeVry.

#### **Eligibility**

All full-time students are automatically enrolled in this Insurance Plan at registration, unless proof of comparable coverage is furnished. All registered part-time and other students registered for 6 or more credit hours are eligible to enroll in this Insurance Plan.

Students must actively attend classes for at least the first 31 days after the date for which coverage is purchased. Home study and correspondence courses do not fulfill the Eligibility requirements that the student actively attend classes. The Company maintains its right to investigate Eligibility or student status and attendance records to verify that the policy Eligibility requirements have been met. If the Company discovers the Eligibility requirements have not been met, its only obligation is to refund premium.

Eligible students who do enroll may also insure their Dependents. Eligible Dependents are the student's spouse (husband, wife or same sex spouse) and dependent children under 26 years of age.

Dependent Eligibility expires concurrently with that of the Insured student participant.

#### **Effective and Termination Dates**

The Master Policy on file at the school becomes effective at 12:01a.m., August 29, 2012. Coverage becomes effective on the first day of the period for which premium is paid or the date the enrollment form and full premium are received by the Company (or its authorized representative), whichever is later. The Master Policy terminates at 11:59 p.m., August 28, 2013. Coverage terminates on that date or at the end of the period through which premium is paid, whichever is earlier. Dependent coverage will not be effective prior to that of the Insured Student or extend beyond that of the Insured Student.

If paying premiums by Session, coverage is as follows:

November 10/29/12 to 07/07/13 January 01/07/13 to 07/07/13 March 03/04/13 to 07/07/13 May 05/06/13 to 07/07/13

You must meet the Eligibility requirements listed above each time you pay a premium to continue insurance coverage. To avoid a lapse in coverage, your premium must be received within 14 days after the coverage expiration date. It is the student's responsibility to make timely renewal payments to avoid a lapse in coverage.

Refunds of premiums are allowed only upon entry into the armed forces.

The Policy is a Non-Renewable One Year Term Policy.

#### **Premium Rates**

	<u>Annual</u>
Student - Under Age 30	\$ 712
Student - Age 30 to 39	\$ 892
Student - Age 40 to 49	\$ 1,330
Student - 50 and Older	\$1,966
Spouse	\$ 2,561
All Children	\$ 1,779

Additional coverage periods are available for onsite full-time students at <a href="https://studentcenter.uhcsr.com/devry">https://studentcenter.uhcsr.com/devry</a>.

Additional coverage periods for all other students are available at <a href="https://www.uhcsr.com/devry">https://www.uhcsr.com/devry</a>.

#### **Extension of Benefits After Termination**

The coverage provided under the Policy ceases on the Termination Date. However, if an Insured is Hospital Confined on the Termination Date from a covered Injury or Sickness for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury or Sickness will continue to be paid as long as the condition continues but not to exceed 90 days after the Termination Date.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the Maximum Benefit.

If the Insured is also an Insured under the succeeding policy issued to the Policyholder, this "Extension of Benefits" will not apply.

#### **Pre-Admission Notification**

UnitedHealthcare should be notified of all Hospital Confinements prior to admission.

- 1. **PRE-NOTIFICATION OF MEDICAL NON-EMERGENCY HOSPITALIZATIONS:** The patient, Physician or Hospital should telephone 1-877-295-0720 at least five working days prior to the planned admission.
- 2. **NOTIFICATION OF MEDICAL EMERGENCY ADMISSIONS:** The patient, patient's representative, Physician or Hospital should telephone 1-877-295-0720 within two working days of the admission to provide the notification of any admission due to Medical Emergency.

UnitedHealthcare is open for Pre-Admission Notification calls from 8:00 a.m. to 6:00 p.m., C.S.T., Monday through Friday. Calls may be left on the Customer Service Department's voice mail after hours by calling 1-877-295-0720.

**IMPORTANT:** Failure to follow the notification procedures will not affect benefits otherwise payable under the policy; however, pre-notification is not a guarantee that benefits will be paid.

#### **Schedule of Medical Expense Benefits**

Injury and Sickness

Maximum Benefit: \$100,000 Paid As Specified Below (Per Insured Person) (Per Policy Year)

Deductible: \$5,000 (Per Insured Person) (Per Policy Year)
(The Deductible will not be applied until
the Company has paid \$2,500 in Covered Medical Expenses.)

Coinsurance Preferred Provider: 80% to \$2,500, Deductible applies after \$2,500, then 100% thereafter

Coinsurance Out-of-Network Provider: 50% to \$2,500, Deductible applies after \$2,500, then 70% thereafter

The Policy provides benefits for the Covered Medical Expenses incurred by an Insured Person for loss due to a covered Injury or Sickness up to the Maximum Benefit of \$100,000.

The Preferred Provider for this plan is UnitedHealthcare Options PPO.

PA = Preferred Allowance

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

The Company will pay Covered Medical Expenses incurred at 80% for Preferred Providers and 50% for Out-of-Network Providers up to \$2,500 before the Insured Person is responsible for satisfaction of the \$5,000 Deductible. After the Company pays \$2,500, the Deductible must be satisfied by the Insured Person before additional benefits will be paid. Once the Deductible has been satisfied, the Company will pay Covered Medical Expenses incurred at 100% for Preferred Providers and 70% for Out-of-Network Providers not to exceed the Maximum Benefit of \$100,000.

Benefits are subject to the policy Maximum Benefit unless otherwise specifically stated. Benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated. Covered Medical Expenses include:

U&C = Usual & Customary Charge

1 A - 1 Teleffed Allowance	Odc – Osuai & Cus	stornary Criarges
INPATIENT	Preferred Providers	Out-of-Network Providers
Room and Board Expense, daily semi-private room rate when confined as an Inpatient and general nursing care provided by the Hospital.	80% of PA	50% of U&C
Hospital Miscellaneous Expense, 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. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.	80% of PA	50% of U&C

INPATIENT	Preferred Provider	Out-of-Network Provider
Intensive Care	80% of PA	50% of U&C
Routine Newborn Care, See Benefits for Maternity Expenses.	Paid as any other Sickness	
Physiotherapy	80% of PA	50% of U&C
Surgeon's Fees, If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.	80% of PA	50% of U&C
Assistant Surgeon	50% of PA	50% of U&C
<b>Anesthetist,</b> professional services in connection with inpatient surgery.	80% of PA	50% of U&C
<b>Registered Nurse's Services,</b> private duty nursing care.	80% of PA	50% of U&C
Physician's Visits, non-surgical services when confined as an Inpatient. Benefits are limited to one visit per day and do not apply when related to surgery.	80% of PA	50% of U&C
<b>Pre-Admission Testing,</b> payable within 3 working days prior to admission.	80% of PA	50% of U&C
OUTPATIENT		
Surgeon's Fees, If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.	80% of PA	50% of U&C
Day Surgery Miscellaneous, related to scheduled surgery performed in a Hospital, including the cost of the operating room; laboratory tests and x-ray examinations, including professional fees; anesthesia; drugs or medicines; and supplies. Usual and Customary Charges for Day Surgery Miscellaneous are based on the Outpatient Surgical Facility Charge Index.		50% of U&C

OUTPATIENT	Preferred Provider	Out-of-Network Provider
Assistant Surgeon	50% of PA	50% of U&C
<b>Anesthetist,</b> professional services administered in connection with outpatient surgery.	80% of PA	50% of U&C
Physician's Visits, benefits include chiropractic care. Benefits are limited to one visit per day. Benefits for Physician's Visits do not apply when related to surgery or Physiotherapy.	80% of PA	50% of U&C
Physiotherapy, Benefits are limited to one visit per day. Outpatient Physiotherapy benefits are payable only for a condition that required surgery or Hospital Confinement: 1) within the 30 days immediately preceding such Physiotherapy; or 2) within the 30 days immediately following the attending Physician's release for rehabilitation. All chiropractic care is payable under Physician's visits. Physiotherapy includes but is not limited to the following: 1) physical therapy; 2) occupational therapy; 3) cardiac rehabilitation therapy; 4) manipulative treatment; and 5) speech therapy, unless excluded in the policy. Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.	80% of PA	50% of U&C
<b>Medical Emergency,</b> facility charge for use of the emergency room and supplies. Treatment must be rendered within 72 hours from time of Injury or first onset of Sickness.	80% of PA	80% of U&C
Diagnostic X-ray Services	80% of PA	50% of U&C
Radiation Therapy	80% of PA	50% of U&C
Chemotherapy	80% of PA	50% of U&C
Laboratory Services	80% of PA	50% of U&C
Tests & Procedures, diagnostic services and medical procedures performed by a Physician, other than Physician's Visits, Physiotherapy, x-rays and lab procedures. The following therapies will be paid under this benefit: inhalation therapy, infusion therapy, pulmonary therapy, and respiratory therapy.		50% of U&C

OUTPATIENT	Preferred Provider	Out-of-Network Provider
<b>Injections,</b> when administered in the Physician's office and charged on the Physician's statement.	80% of PA	50% of U&C
Prescription Drugs	UnitedHealthcare Network Pharmacy (UHPS) / \$20 Copay per prescription for Tier 1 \$35 Copay per prescription for Tier 2 \$70 Copay per prescription for Tier 3 up to a 31-day supply per prescription	No Benefits
OTHER		
Ambulance Services	80% of PA	80% of U&C
Durable Medical Equipment, a written prescription must accompany the claim when submitted. Benefits are limited to the initial purchase or one replacement purchase per Policy Year. Durable Medical Equipment includes external prosthetic devices that replace a limb or body part but does not include any device that is fully implanted into the body. (\$2,500 maximum Per Policy Year) (Durable Medical Equipment benefits payable under the \$2,500 maximum are not included in the \$100,000 Maximum Benefit.)	80% of PA	80% of U&C
<b>Dental Treatment</b> , made necessary by Injury to Sound, Natural Teeth only. (\$100 maximum per tooth) (Benefits are not subject to the \$100,000 Maximum Benefit.)		80% of U&C
<b>Consultant Physician Fees,</b> when requested and approved by the attending Physician	80% of PA	50% of U&C
Elective Abortion	No Be	enefits

OTHER	Preferred Providers	Out-of-Network Providers
Maternity, See Benefits for Maternity Expenses	Paid as any other Sickness	
Complications of Pregnancy	Paid as any other Sickness	
Mental Illness Treatment, see Benefits for Mental and Nervous Disorder Treatment, Benefits for Biologically Based Mental Illness, and Benefits for Children with Serious Emotional Disturbances.	Paid as any other Sickness	
Substance Use Disorder Treatment, See Benefits for Chemical Dependence (Alcoholism/Drug Abuse.)	Paid as any other Sickness	
Reconstructive Breast Surgery Following Mastectomy, in connection with a covered Mastectomy. See Benefits for Breast Cancer Treatment.	Paid as any other Sickness	
<b>Diabetes Services,</b> in connection with the treatment of diabetes. See Benefits for Diabetes Expense.	Paid as any other Sickness	
Preventive Care Services, medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and are limited to the following as required under applicable law: 1) Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force; 2) immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention; 3) with respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and 4) with respect to women, such additional preventive care and screenings provided for in comprehensive guidelines supported by the Health Resources and Services Administration.  No Deductible, Copays or Coinsurance will be applied when the services are received from a Preferred Provider.	100% of PA	No Benefits

#### **UnitedHealthcare Network Pharmacy Benefits**

Benefits are available for outpatient Prescription Drugs on our Prescription Drug List (PDL) when dispensed by a UnitedHealthcare Network Pharmacy. Benefits are subject to supply limits and Copayments and or Coinsurance that vary depending on which tier of the PDL the outpatient drug is listed. There are certain Prescription Drugs that require your Physician to notify us to verify their use is covered within your benefit.

You are responsible for paying the applicable Copayments and or Coinsurance. Your Copayment is determined by the tier to which the Prescription Drug product is assigned on the PDL. Tier status may change periodically and without prior notice to you. Please access <a href="https://www.uhcsr.com">www.uhcsr.com</a> or call 1-877-417-7345 or the customer service number on your ID card for the most up-to-date tier status.

\$20 Copay per prescription order or refill for a Tier 1 Prescription Drug up to a 31 day supply \$35 Copay per prescription order or refill for a Tier 2 Prescription Drug up to a 31 day supply \$70 Copay per prescription order or refill for a Tier 3 Prescription Drug up to a 31 day supply Please present your ID card to the network pharmacy when the prescription is filled. If you do not use a network pharmacy, you will be responsible for paying the full cost for the prescription.

If you do not present the card, you will need to pay the prescription and then submit a reimbursement form for prescriptions filled at a network pharmacy along with the paid receipt in order to be reimbursed. To obtain reimbursement forms please visit <a href="https://www.uhcsr.com">www.uhcsr.com</a> and log in to your online account or call 1-877-417-7345.

#### **Additional Exclusions:**

- 1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Company to be experimental, investigational or unproven.
- 3. Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug Product. Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier-3.
- 4. Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Company has designated the over-the counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Company has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
- 5. Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, even when used for the treatment of Sickness or Injury, except as required by state mandate.

#### **Definitions:**

**Prescription Drug or Prescription Drug Product** means a medication, product or device that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or Refill. A Prescription Drug Product includes a medication that, due to its characteristics, is appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the policy, this definition includes insulin.

**Prescription Drug List** means a list that categorizes into tiers medications, products or devices that have been approved by the U.S. Food and Drug Administration. This list is subject to the Company's periodic review and modification (generally quarterly, but no more than six times per calendar year). The Insured may determine to which tier a particular Prescription Drug Product has been assigned through the Internet at <a href="https://www.uhcsr.com">www.uhcsr.com</a> or call Customer Service 1-877-417-7345.

#### **Preferred Provider Information**

**"Preferred Providers"** are the Physicians, Hospitals and other health care providers who have contracted to provide specific medical care at negotiated prices. Preferred Providers in the local school area are:

#### UnitedHealthcare Options PPO.

The availability of specific providers is subject to change without notice. Insureds should always confirm that a Preferred Provider is participating at the time services are required by calling the Company at 1-866-808-8298 and/or by asking the provider when making an appointment for services.

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

**"Out of Network"** providers have not agreed to any prearranged fee schedules. Insureds may incur significant out-of-pocket expenses with these providers. Charges in excess of the insurance payment are the Insured's responsibility.

Regardless of the provider, each Insured is responsible for the payment of their Deductible. The Deductible must be satisfied before benefits are paid. The Company will pay according to the benefit limits in the Schedule of Benefits.

#### **Inpatient Expenses**

**PREFERRED PROVIDERS** - Eligible Inpatient expenses at a Preferred Provider will be paid at the Coinsurance percentages specified in the Schedule of Benefits, up to any limits specified in the Schedule of Benefits. Preferred Hospitals include UnitedHealthcare Options PPO United Behavioral Health (UBH) facilities. Call 1-866-808-8298 for information about Preferred Hospitals.

**OUT-OF-NETWORK PROVIDERS**- Inpatient care is not provided a Preferred Provider, eligible Inpatient expenses will be paid according to the benefit limits in the Schedule of Benefits.

#### **Outpatient Hospital Expenses**

Preferred Providers may discount bills for outpatient Hospital expenses. Benefits are paid according to the Schedule of Benefits. Insureds are responsible for any amounts that exceed the benefits shown in the Schedule, up to the Preferred Allowance.

#### **Professional & Other Expenses**

Benefits for Covered Medical Expenses provided by UnitedHealthcare Options PPO will be paid at the Coinsurance percentages specified in the Schedule of Benefits or up to any limits specified in the Schedule of Benefits. All other providers will be paid according to the benefit limits in the Schedule of Benefits.

#### **Maternity Testing**

This policy does not cover all routine, preventive, or screening examinations or testing. The following maternity tests and screening exams will be considered for payment according to the policy benefits if all other policy provisions have been met.

#### Initial screening at first visit:

- Pregnancy test: urine human chorionic gonatropin (HCG)
- Asymptomatic bacteriuria: urine culture
- Blood type and Rh antibody
- Rubella
- Pregnancy-associated plasma protein-A (PAPPA) (first trimester only)
- Free beta human chorionic gonadotrophin (hCG) (first trimester only)
- Hepatitis B: HBsAg
- Pap smear
- Gonorrhea: Gc culture
- Chlamydia: chlamydia culture
- Syphilis: RPR
- HIV: HIV-ab
- Coombs test

Each visit: Urine analysis

Once every trimester: Hematocrit and Hemoglobin

Once during first trimester: Ultrasound

#### Once during second trimester:

- Ultrasound (anatomy scan)
- Triple Alpha-fetoprotein (AFP), Estriol, hCG or Quad screen test Alpha-fetoprotein (AFP), Estriol, hCG, inhibin-a

Once during second trimester if age 35 or over: Amniocentesis or Chorionic villus sampling (CVS)

**Once during second or third trimester:** 50g Glucola (blood glucose 1 hour postprandial)

Once during third trimester: Group B Strep Culture

Pre-natal vitamins are not covered. For additional information regarding Maternity Testing, please call the Company at 1-866-808-8298.

#### **Continuation Privilege**

All Insured Persons who have been continuously insured under the school's regular student policy for at least 9 consecutive months and who no longer meet the Eligibility requirements under the Policy are eligible to continue their coverage for a period of not more than 90 days under the school's policy in effect. If an Insured Person is still eligible for continuation at the beginning of the next Policy Year, the Insured must purchase coverage under the new policy as chosen by the school. Coverage under the new policy is subject to the rates and benefits selected by the school for that Policy Year.

Application must be made and premium must be paid directly to UnitedHealthcare **Student**Resources and be received within 14 days after the expiration date of your student coverage. For further information on the Continuation privilege, please contact UnitedHealthcare **Student**Resources.

#### **Excess Provision**

No benefits are payable for any expense incurred for which has been paid or is payable by other valid and collectible insurance.

However, this Excess Provision will not be applied to the first \$100 of medical expenses incurred.

Covered Medical Expenses excludes amounts not covered by the primary carrier because of the Insured's failure due to penalties imposed as a result of the Insured's failure to comply with policy provisions or requirements.

Important: The Excess Provision has no practical application if you do not have other medical insurance or if your other insurance does not cover the loss.

#### **Mandated Benefits**

#### Benefits for Biologically Based Mental Illness

Benefits will be paid the same as any other Sickness for adults and children diagnosed with Biologically Based Mental Illness.

"Biologically Based Mental Illness" means a mental, nervous, or emotional condition that is caused by a biological disorder of the brain and results in a clinically significant, psychological syndrome or pattern that substantially limits the functioning of the person with the illness. Such Biologically Based Mental Illnesses are defined as:

- 1. schizophrenia/psychotic disorders
- 2. major depression,
- 3. bipolar disorder,
- 4. delusional disorders,
- 5. panic disorder,
- 6. obsessive compulsive disorder,
- 7. bulimia and anorexia.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations or other provision of the Policy.

#### Benefits for Treatment of Chemical Dependence (Alcoholism and Drug Abuse)

Benefits will be paid the same as any other Sickness for treatment of Chemical Dependence and Chemical Abuse.

Benefits will be limited to facilities in New York state certified by the office of alcoholism and substance abuse services or licensed by such office as outpatient clinic or medically supervised ambulatory substance abuse programs and in other states to those which are accredited by the joint commission on accreditation of hospitals as alcoholism or chemical dependence treatment programs.

"Chemical abuse" means alcohol and substance abuse.

"Chemical dependence" means alcoholism and substance dependence.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### Benefits for Mental Illness Treatment

Benefits will be paid the same as any other Sickness for Mental Illness Treatment. Outpatient care shall be provided by a Physician or facility licensed by the commissioner of mental health or operated by the office of mental health.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations or other provision of the Policy.

#### Benefits for Maternity Expenses

Benefits will be paid the same as any other Sickness for pregnancy. Benefits will include coverage for an Insured mother and newborn confined to a Hospital as a resident inpatient for childbirth, but, in no event, will benefits be less than:

- 1. 48 hours after a non-cesarean delivery; or
- 2. 96 hours after a cesarean section.

Benefits for maternity care shall include the services of a certified nurse-midwife under qualified medical direction. The Company will not pay for duplicative routine services actually provided by both a certified nurse-midwife and a Physician.

Benefits will be paid for:

- 1. parent education;
- 2. assistance and training in breast or bottle feeding; and
- 3. the performance of any necessary maternal and newborn clinical assessments.

In the event the mother chooses an earlier discharge, at least one home visit will be available to the mother, and not subject to any Deductible, Coinsurance, or Copayments.

The first home visit, (which may be requested at any time within 48 hours of the time of delivery, or within 96 hours in the case of a cesarean section) shall be conducted within 24 hours following:

- 1. discharge from the Hospital; or
- 2. the mother's request; whichever is later.

Except for the one home visit after early discharge, all benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

If the Insured Person's insurance should expire, the policy will pay under this benefit providing conception occurred while the policy was in force.

#### Benefits for Children with Serious Emotional Disturbances

Benefits will be paid the same as any other Sickness for Children with Serious Emotional Disturbances.

"Children with Serious Emotional Disturbances" means persons under the age of eighteen years who have diagnoses of attention deficit disorders, disruptive behavior disorders, or pervasive development disorders and where there are one or more of the following:

- 1. serious suicidal symptoms or other life-threatening self-destructive behaviors;
- 2. significant psychotic symptoms (hallucinations, delusion, bizarre behaviors);
- 3. behavior caused by emotional disturbances that placed the child at risk of causing personal injury or significant property damage; or
- 4. behavior caused by emotional disturbances that placed the child at substantial risk of removal from the household.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations or other provision of the Policy.

#### Benefits for Diabetes Expense

Benefits will be paid the same as any other Sickness for the following equipment and supplies for the treatment of diabetes. Such equipment and supplies must be recommended or prescribed by a Physician. Covered Medical Expenses includes but are not limited to the following equipment and supplies:

- (a) lancets and automatic lancing devices;
- (b) glucose test strips;
- (c) blood glucose monitors;
- (d) blood glucose monitors for the visually impaired;

- (e) control solutions used in blood glucose monitors;
- (f) diabetes data management systems for management of blood glucose;
- (g) urine testing products for glucose and ketones;
- (h) oral and injectable anti-diabetic agents used to reduce blood sugar levels;
- (i) alcohol swabs, skin prep wipes and IV prep (for cleaning skin);
- (j) syringes;
- (k) injection aids including insulin drawing up devices for the visually impaired;
- (I) cartridges for the visually impaired;
- (m) disposable injectable insulin cartridges and pen cartridges;
- (n) other disposable injectable medication cartridges and pen needles used for diabetes therapies;
- (o) all insulin preparations;
- (p) insulin pumps and equipment for the use of the pump (e.g. batteries, semipermeable transparent dressings, insertion devices, insulin infusion sets, reservoirs, cartridges, clips, skin adhesive and skin adhesive remover, tools specific to prescribed pump);
- (q) oral agents for treating hypoglycemia such as glucose tablets and gels; and
- (r) glucagon emergency kits.

Benefits will also be paid for medically necessary diabetes self-management education and education relating to diet. Such education may be provided by a Physician or the Physician's staff as a part of an office visit. Such education when provided by a certified diabetes nurse educator, certified nutritionist, certified dietitian or registered dietitian upon referral by a Physician may be provided in a group setting. When medically necessary, self-management education and diet education shall also include home visits.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### Benefits for Cervical Cytological Screening and Mammograms

Benefits will be paid the same as any other Sickness for cervical cytology screening and mammograms.

- (a) Benefits will be paid for an annual cervical cytology screening for women (18) eighteen years of age and older. This benefit shall include an annual pelvic examination, collection and preparation of a Pap smear, and laboratory and diagnostic services provided in connection with examining and evaluating the Pap smear.
- (b) Benefits will be paid for mammograms as follows:
  - (1) Upon a Physician's recommendation, Insureds at any age who are at risk for breast cancer or who have a first degree relative with a prior history of breast cancer, and
  - (2) a single base line mammogram for Insureds age 35 but less than 40, and
  - (3) a mammogram every year for Insureds age 40 and older.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### Benefits for Breast Cancer Treatment

Benefits will be paid the same as any other Sickness for medically appropriate care as determined by the attending Physician in consultation with the Insured for a lymph node dissection, a lumpectomy or mastectomy for the treatment of breast cancer.

Breast reconstructive surgery after a mastectomy will also be paid as any other Sickness for medically appropriate care as determined by the attending Physician in consultation with the Insured. Benefits will be paid for 1) all stages of reconstruction of the breast on which the mastectomy has been performed; 2) surgery and reconstruction of the other breast to produce a symmetrical appearance; and 3) prostheses and any physical complications of all stages of mastectomy, including lymphedemas.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### Benefits for Prescription Drugs for the Treatment of Cancer

If Prescription Drugs are covered in the Policy, benefits will be paid the same as any other Sickness for Prescription Drugs for the treatment of cancer provided that the drug has been recognized for treatment of the specific type of cancer for which the drug has been prescribed in one of the following established reference compendia:

- 1. the American Hospital Formulary Service-Drug Information;
- 2. the national Comprehensive Cancer Networks Drugs and Biologics Compendium;
- 3. Thompson Micromedex Drugdex;
- 4. Elsevier Gold Standard's Clinical Pharmacology; or
- 5. other authoritative compendia as identified by the Federal Secretary of Health and Human Services or the Centers for Medicare & Medicaid Services (CMS) or recommended by review article or editorial comment in a major peer reviewed professional journal.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### Benefits for Second Medical Opinion for Diagnosis of Cancer

Benefits will be paid the same as any other Sickness for a second medical opinion by an appropriate Physician, including but not limited to a Physician affiliated with a specialty care center for the treatment of cancer, in the event of a positive or negative diagnosis of cancer or a recurrence of cancer or a recommendation of a course of treatment for cancer.

Benefits will be paid at the Preferred Provider level of benefits for a second medical opinion by a non-participating Physician, including but not limited to a Physician affiliated with a specialty care center for the treatment of cancer, when the attending Physician provides a written referral to a non-participating Physician. If the Insured receives a second medical opinion from a non-participating Physician without a written referral, benefits will be paid at the Out-of-Network level of benefits.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### Benefits for Prostate Screening

Benefits will be paid the same as any other Sickness for a prostate examination and laboratory tests for cancer for an Insured at any age with a prior history of prostate cancer; at age 50 and over for Insureds who are asymptomatic; and at age 40 and over for Insureds with a family history of prostate cancer or other prostate cancer risk factors.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### Benefits for Oral Chemotherapy Drugs

If Prescription Drugs are covered in the Policy, benefits will be paid the same as any other Prescription Drug for prescribed, orally administered anticancer medications used to kill or slow the growth of cancerous cells.

Benefits shall be subject to all Deductibles, Copayment, Coinsurance, limitations, or any other provisions of the policy; provided that the Copayment, Coinsurance, and Deductibles are at least as favorable to an Insured Person as the Copays, Coinsurance or Deductibles that apply to intravenous or injected anticancer medications.

#### Benefits for Medical Foods

If Prescription Drugs are covered in the Policy, benefits will be paid the same as any other Sickness for Prescription Drugs for the cost of enteral formulas for home use which are prescribed by a Physician as medically necessary for the treatment of specific diseases for which enteral formulas have been found to be an effective form of treatment. Specific diseases for which enteral formulas have been found to be an effective form of treatment include, but are not limited to inherited disease of amino-acid or organic metabolism; Crohn's disease; gastroesophagael reflux with failure to thrive, disorders of gastrointestinal motility such as chronic intestinal pseudo-obstruction; and multiple severe food allergies which if left untreated will cause malnourishment, chronic physical disability, mental retardation or death.

Benefits will also be paid for the medically necessary Usual and Customary Charges for modified solid food products that are low protein or which contain modified protein for treatment of certain inherited diseases of amino acid and organic acid metabolism not to exceed a Maximum Benefit of \$2,500 in any 12 month period.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### Benefits for End of Life Care for Terminally III Cancer Patients

Benefits will be paid the same as any other Sickness for Covered Medical Expenses for acute care services at Hospitals specializing in the treatment of terminally ill patients for those Insured's diagnosed with advanced cancer (with no hope of reversal of primary disease and fewer than sixty days to live, as certified by the Insured's attending Physician) if the Insured's attending Physician, in consultation with the medical director of the Hospital, determines that the Insured's care would appropriately be provided by the Hospital.

If the Company disagrees with the admission of or provision or continuation of care for the Insured at the Hospital, the Company will initiate an Expedited External Appeal. Until such decision is rendered, the admission of or provision or continuation of the care by the Hospital shall not be denied by the Company and the Company shall provide benefits and reimburse the Hospital for Covered Medical Expenses. The decision of the External Appeal Agent shall be binding on all parties. If the Company does not initiate an Expedited External Appeal, the Company shall reimburse the Hospital for Covered Medical Expenses.

The Company shall provide reimbursement at rates negotiated between the Company and the Hospital. In the absence of agreed upon rates, the Company will reimburse the Hospital's acute care rate under the Medicare program and shall reimburse for alternate level care days at seventy-five percent of the acute care rate. Payment by the Company shall be payment in full for the services provided to the Insured. The Hospital shall not charge or seek any reimbursement from, or have any recourse against an Insured for the services provided by the Hospital except for any applicable Deductible, Copayment or Coinsurance.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### Benefits for Bone Mineral Density Measurements or Tests

Benefits will be paid the same as any other Sickness for bone mineral density measurements or tests. If Prescription Drugs and devices are covered in the Policy, then benefits will be paid for federally approved Prescription Drugs and devices.

Bone mineral density measurements or tests, drugs and devices shall include those covered under Medicare as well as those in accordance with the criteria of the national institutes of health, including, as consistent with such criteria, dual-energy x-ray absorptiometry.

Individuals qualifying for benefits shall at a minimum, include individuals:

- (a) previously diagnosed as having osteoporosis or having a family history of osteoporosis; or
- (b) with symptoms or conditions indicative of the presence, or the significant risk, of osteoporosis; or
- (c) on a prescribed drug regimen posing a significant risk of osteoporosis; or
- (d) with lifestyle factors to such a degree as posing a significant risk of osteoporosis; or
- (e) with such age, gender and/or other physiological characteristics which pose a significant risk for osteoporosis.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the policy.

#### **Benefits for Contraceptive Drugs or Devices**

If Prescription Drugs are covered in the Policy, benefits will be paid the same as any other Prescription Drug for prescription contraceptive drugs and devices approved by the Food and Drug Administration (FDA) or generic equivalents approved as substitutes by the FDA. Benefits shall be subject to all Deductible, Copayments, Coinsurance, limitations or any other provisions of the policy.

#### **Definitions**

**COINSURANCE** means the percentage of Covered Medical Expenses that the Company pays.

**COPAY/COPAYMENT** means a specified dollar amount that the Insured is required to pay for certain Covered Medical Expenses.

**COVERED MEDICAL EXPENSES** means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the Preferred Allowance when the policy includes Preferred Provider benefits and the charges are received from a Preferred Provider; 3) not in excess of the maximum benefit amount payable per service as specified in the Schedule of Benefits; 4) made for services and supplies not excluded under the policy; 5) made for services and supplies which are a Medical Necessity; 6) made for services included in the Schedule of Benefits; and 7) in excess of the amount stated as a Deductible, if any.

Covered Medical Expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

**DEDUCTIBLE** means if an amount is stated in the Schedule of Benefits or any endorsement to this policy as a deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The deductible will apply as specified in the Schedule of Benefits.

**ELECTIVE SURGERY OR ELECTIVE TREATMENT** includes any surgery, service treatment, and/or supply which is deemed not to be a Medical Necessity for the treatment of a Sickness or Injury.

Effective Date will be considered a Sickness under this policy.

**INJURY** means bodily injury which is all of the following:

- directly and independently caused by specific accidental contact with another body or object.
- 2) unrelated to any pathological, functional, or structural disorder.
- 3) a source of loss.
- 4) treated by a Physician within 30 days after the date of accident.
- 5) sustained while the Insured Person is covered under this policy.

All injuries sustained in one accident, including all related conditions and recurrent symptoms of these injuries will be considered one injury. Injury does not include loss which results wholly or in part, directly or indirectly, from disease or other bodily infirmity. Covered Medical Expenses incurred as a result of an injury that occurred prior to this policy's

**INPATIENT** means an uninterrupted confinement that follows formal admission to a Hospital by reason of an Injury or Sickness for which benefits are payable under this policy.

**MEDICAL EMERGENCY** means a medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in any of the following:

- 1) Placing the health of the Insured's or others in serious jeopardy.
- 2) Serious impairment of bodily functions.
- 3) Serious dysfunction of any body organ or part.
- 4) Serious disfigurement of the Insured.

Expenses incurred for "Medical Emergency" will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor Injuries or minor Sicknesses.

**MEDICAL NECESSITY** means those services or supplies provided or prescribed by a Hospital or Physician which are all of the following:

- 1) Essential for the symptoms and diagnosis or treatment of the Sickness or Injury.
- 2) Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury.
- 3) In accordance with the standards of good medical practice.
- 4) Not primarily for the convenience of the Insured, or the Insured's Physician.
- 5) The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being confined as an Inpatient means that both:

- 1) The Insured requires acute care as a bed patient.
- 2) The Insured cannot receive safe and adequate care as an outpatient.

This policy only provides payment for services, procedures and supplies which are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Inpatient confinement.

**PRE-EXISTING CONDITION** means any condition for which medical advice, diagnosis, care or treatment was recommended or received within the 6 months immediately prior to the Insured's enrollment date under the policy.

**SICKNESS** means sickness or disease of the Insured Person which causes loss, while the Insured Person is covered under this policy. All related conditions and recurrent symptoms of the same or a similar condition will be considered one sickness. Covered Medical Expenses incurred as a result of an Injury that occurred prior to this policy's Effective Date will be considered a sickness under this policy.

**USUAL AND CUSTOMARY CHARGES** means the lesser of the actual charge or a reasonable charge which is: 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the locality of the Policyholder. The Company uses data from FAIR Health, Inc. to determine Usual and Customary Charges. No payment will be made under this policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges.

#### **Exclusions and Limitations**

No benefits will be paid for: a) loss or expense caused by, contributed to, or resulting from; or b) treatment, services or supplies for, at, or related to any of the following:

- Cosmetic procedures, except that cosmetic procedures does not include reconstructive surgery when such surgery is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part and reconstructive surgery because of a congenital disease or anomaly of a covered Dependent child which has resulted in a functional defect. It also does not include breast reconstructive surgery after a mastectomy;
- Custodial Care; care provided in: rest homes, health resorts, homes for the aged, halfway houses, college infirmaries, or place mainly for domiciliary or Custodial Care; extended care in treatment of substance abuse facilities for domiciliary or Custodial Care:
- 3. Dental treatment, except for accidental Injury to Sound, Natural Teeth or due to congenital disease or anomaly;
- 4. Elective Surgery or Elective Treatment;
- 5. Elective abortion:
- 6. Eye examinations, eyeglasses, contact lenses, prescriptions or fitting of eyeglasses or contact lenses. Vision correction, or other treatment for visual defects and problems; except when due to a disease process or a Medical Necessity;
- 7. Foot care in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet;
- 8. Hearing examinations or hearing aids; or other treatment for hearing defects and problems, except as a result of an infection or trauma. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process;
- 9. The Insured's being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;
- 10. Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation;
- 11. Injury or Sickness outside the United States and its possessions, Canada or Mexico, except for a Medical Emergency when traveling for academic study abroad programs business or pleasure;
- 12. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by mandatory automobile no-fault benefits;
- 13. Injury sustained while (a) participating in any interscholastic sport, contest or competition; (b) traveling to or from such sport, contest or competition as a participant; or (c) while participating in any practice or conditioning program for such sport, contest or competition;

- 14. Investigational services or experimental treatment, except for experimental or investigational treatment approved by an External Appeal Agent in accordance with Insured Persons Right to an External Appeal. If the External Appeal Agent approves benefits of an experimental or investigational treatment that is part of a clinical trial, this policy will only cover the costs of services required to provide treatment to the Insured according to the design of the trial. The Company shall not be responsible for the cost of investigational drugs or devices, the costs of non-health cares services, the cost of managing research, or costs which would not be covered under this policy for non-experimental or non-investigational treatments provided in such clinical trial;
- 15. Martial or family counseling;
- 16. Participation in a felony, riot or insurrection;
- 17. Pre-existing Conditions, except for individuals who have been continuously insured under the school's student insurance policy for at least 12 consecutive months. The Pre-existing Condition exclusionary period will be reduced by the total number of months that the Insured was covered under Creditable Coverage which was continuous to a date not more than 63 days prior to the Insured's enrollment date under this policy. This exclusion will not be applied to an Insured Person under age 19;
- 18. Prescription Drugs, services or supplies as follows:
  - a. Therapeutic devices or appliances, including: hypodermic needles, syringes, support garments and other non-medical substances, regardless of intended use, except as specifically provided in the policy;
  - b. Drugs labeled, "Caution limited by federal law to investigational use" or experimental drugs;
  - c. Fertility agents or sexual enhancement drugs, such as Parlodel, Pergonal, Clomid, Profasi, Metrodin, Serophene, or Viagra, except when a Medical Necessity;
  - d. Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.
- 19. Preventive medicines, serums, vaccines or immunizations; except as specifically provided in the policy;
- 20. Routine Newborn Infant Care, well-baby nursery and related Physician charges, except as specifically provided in the policy;
- 21. Preventive care services; routine physical examinations and routine testing; preventive testing or treatment; screening exams or testing in the absence of Injury or Sickness; except as specifically provided in the policy;
- 22. Services provided normally without charge by the Health Service of the Policyholder; or services covered or provided by the student health fee;
- 23. Flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline;
- 24. Suicide or attempted suicide or intentionally self-inflicted Injury;
- 25. Supplies, except as specifically provided in the policy;
- 26. Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment;
- 27. Treatment, service or supply which is not a Medical Necessity, subject to Article 49 of N.Y. Insurance Law; and
- 28. War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).

#### Scholastic Emergency Services: Global Emergency Medical Assistance

If you are a student insured with this insurance plan, you and your insured spouse and minor child(ren) are eligible for Scholastic Emergency Services (SES). The requirements to receive these services are as follows:

International Students, insured spouse and insured minor child(ren): You are eligible to receive SES worldwide, except in your home country.

Domestic Students, insured spouse and insured minor child(ren): You are eligible for SES when 100 miles or more away from your campus address and 100 miles or more away from your permanent home address or while participating in a Study Abroad program.

SES includes Emergency Medical Evacuation and Return of Mortal Remains that meet the US State Department requirements. The Emergency Medical Evacuation services are not meant to be used in lieu of or replace local emergency services such as an ambulance requested through emergency 911 telephone assistance. All SES services must be arranged and provided by SES, Inc.; any services not arranged by SES, Inc. will not be considered for payment.

#### **Key Services include:**

- \* Medical Consultation, Evaluation and Referrals \* Prescription Assistance
- \* Foreign Hospital Admission Guarantee
- \* Emergency Medical Evacuation
- \* Medically Supervised Repatriation
- \* Emergency Counseling Services
- \* Lost Luggage or Document Assistance
- \* Critical Care Monitoring
- \* Return of Mortal Remains
- \* Transportation to Join Patient
- \* Interpreter and Legal Referrals

\* Care for Minor Children Left Unattended Due to a Medical Incident

Please visit your school's insurance coverage page at <a href="https://www.uhcsr.com/DeVry">www.uhcsr.com/DeVry</a> for the SES Global Emergency Assistance Services brochure which includes service descriptions and program exclusions and limitations.

#### To access services please call:

(877) 488-9833 Toll-free within the United States

(609) 452-8570 Collect outside the United States

Services are also accessible via e-mail at medservices@assistamerica.com.

When calling the SES Operations Center, please be prepared to provide:

- 1. Caller's name, telephone and (if possible) fax number, and relationship to the
- 2. Patient's name, age, sex, and Reference Number;
- 3. Description of the patient's condition;
- 4. Name, location, and telephone number of hospital, if applicable;
- 5. Name and telephone number of the attending physician; and
- 6. Information of where the physician can be immediately reached.

SES is not travel or medical insurance but a service provider for emergency medical assistance services. All medical costs incurred should be submitted to your health plan and are subject to the policy limits of your health coverage. All assistance services must be arranged and provided by SES, Inc. Claims for reimbursement of services not provided by SES will not be accepted. Please refer to your SES brochure or Program Guide at www.uhcsr.com/DeVry for additional information, including limitations and exclusions pertaining to the SES program.

# Resolution of Grievance Notice Internal Appeal Process and External Independent Review Process Related to Health Care Services

#### **INTERNAL APPEAL PROCESS**

Within 180 days after receipt of a notice of an Adverse Determination, an Insured Person or an Authorized Representative may submit a written request for an Internal Review of an Adverse Determination

Upon receipt of the request for an Internal Review, the Company shall provide the Insured Person with the name, address and telephone of the employee or department designated to coordinate the Internal Review for the Company. With respect to an Adverse Determination involving Utilization Review, the Company shall designate an appropriate clinical peer(s) of the same or similar specialty as would typically manage the case which is the subject of the Adverse Determination. The clinical peer(s) shall not have been involved in the initial Adverse Determination.

Within 3 working days after receipt of the grievance, the Company shall provide notice that the Insured Person or Authorized Representative is entitled to:

- 1. Submit written comments, documents, records, and other material relating to the request for benefits to be considered when conducting the Internal Review; and
- 2. Receive from the Company, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Insured Person's request for benefits.

Prior to issuing or providing a notice of Final Adverse Determination, the Company shall provide, free of charge and as soon as possible:

- 1. Any new or additional evidence considered by the Company in connection with the grievance;
- 2. Any new or additional rationale upon which the decision was based.

The Insured Person or Authorized Representative shall have 10 calendar days to respond to any new or additional evidence or rationale.

The company shall issue a Final Adverse Decision in writing or electronically to the Insured Person or the Authorized Representative as follows:

- 1. For a Prospective Review, the notice shall be made no later than 30 days after the Company's receipt of the grievance.
- 2. For a Retrospective Review, the notice shall be made no later than 60 days after the Company's receipt of the grievance.

Time periods shall be calculated based on the date the Company receives the request for the Internal Review, without regard to whether all of the information necessary to make the determination accompanies the request.

The written notice of Final Adverse Determination for the Internal Review shall include:

- 1. The titles and qualifying credentials of the reviewers participating in the Internal Review;
- 2. Information sufficient to identify the claim involved in the grievance, including the following:
  - a. the date of service;
  - b. the name health care provider; and
  - c. the claim amount.
- A statement that the diagnosis code and treatment code and their corresponding meanings shall be provided to the Insured Person or the Authorized Representative, upon request;

- 4. For an Internal Review decision that upholds the Company's original Adverse Determination:
  - a. the specific reason(s) for the Final Adverse Determination, including the denial code and its corresponding meaning, as well as a description of the Company's standard, if any, that was used in reaching the denial;
  - b. reference to the specific Policy provisions upon which the determination is based;
  - c. a statement that the Insured Person is entitled to received, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Insured Person's benefit request;
  - d. if applicable, a statement that the Company relied upon a specific internal rule, guideline, protocol, or similar criterion and that a copy will be provided free of charge upon request;
  - e. if the Final Adverse Determination is based on a Medical Necessity or experimental or investigational treatment or similar exclusion or limitation, a statement that an explanation will be provided to the Insured Person free of charge upon request;
  - f. instructions for requesting: (i) a copy of the rule, guideline, protocol or other similar criterion relied upon to make the Final Adverse Determination; and (ii) the written statement of the scientific or clinical rationale for the determination.
- 5. A description of the procedures for obtaining an External Independent Review of the Final Adverse Determination pursuant to the State's External Review legislation;
- 6. Copies of the State's External Appeal Instructions and Application Form; and
- 7. The Insured Person's right to bring a civil action in a court of competent jurisdiction.
- 8. Notice of the Insured Person's right to contact the commissioner's office or ombudsman's office for assistance with respect to any claim, grievance or appeal at any time.

#### Expedited Internal Review (EIR) of an Adverse Determination

The Insured Person or an Authorized Representative may submit an oral or written request for an Expedited Internal Review (EIR) of an Adverse Determination:

- 1. involving Urgent Care Requests; and
- 2. related to a concurrent review Urgent Care Request involving an admission, availability of care, continued stay or health care service for an Insured Person who has received emergency services, but has not been discharged from a facility.

All necessary information, including the Company's decision, shall be transmitted to the Insured Person or an Authorized Representative via telephone, facsimile or the most expeditious method available. The Insured Person or the Authorized Representative shall be notified of the EIR decision no more than seventy-two (72) hours after the Company's receipt of the EIR request.

If the EIR request is related to a concurrent review Urgent Care Request, benefits for the service will continue until the Insured Person has been notified of the final determination.

At the same time an Insured Person or an Authorized Representative files an EIR request, the Insured Person or the Authorized Representative may file:

1. An Expedited External Review (EER) request if the Insured Person has a medical condition where the timeframe for completion of an EIR would seriously jeopardize the life or health of the Insured Person or would jeopardize the Insured Person's ability to regain maximum function; or

2. An Expedited Experimental or Investigational Treatment External Review (EEIER) request if the Adverse Determination involves a denial of coverage based on the a determination that the recommended or requested service or treatment is experimental or investigational and the Insured Person's treating Physician certifies in writing that the recommended or requested service or treatment would be significantly less effective if not promptly initiated.

The notice of Final Adverse Determination may be provided orally, in writing, or electronically.

#### **EXTERNAL INDEPENDENT REVIEW**

If the Company makes an Adverse Determination or a Final Adverse Determination on the basis that the service is not a Medical Necessity or is an experimental or investigational treatment, an Insured Person or the Authorized Representative and, in connection with a Retrospective Adverse Determination, an Insured Person's Physician, may appeal that decision to an External Appeal Agent. An External Appeal Agent is an independent entity certified by New York State to conduct such appeals.

## Insured Person's Right To Appeal A Determination That A Service Is Not A Medical Necessity

If an Adverse Benefit Determination or a Final Adverse Benefit Determination is made on the basis that the service is not a Medical Necessity, an Insured Person may appeal to an External Appeal Agent if:

- 1. The service, procedure or treatment must otherwise be a Covered Medical Expense under the policy; and
- 2. The Insured Person must have received a Final Adverse Determination through the Company's internal appeal process and the Company upheld the denial or the Insured Person and the Company agreed in writing to waive any internal appeal.

## Insured Person's Rights To Appeal A Determination That A Service Is Experimental Or Investigational

If an Adverse Benefit Determination or a Final Adverse Benefit Determination is made on the basis that the service is an experimental or investigational treatment, an Insured Person may appeal to an External Appeal Agent if the service must otherwise be a Covered Medical Expense under the Policy and:

- 1. the Insured Person must have received a Final Adverse Determination through the Company's internal appeal process and the Company must have upheld the denial;
- 2. the Insured Person and the Company must agree in writing to waive any internal appeal; or
- 3. the Insured person has been deemed to have exhausted or is not required to complete the internal appeal process.

In addition, the Insured Person's attending Physician must certify that the Insured Person has condition or disease for which:

- 1. standard health services or procedures have been ineffective or medically inappropriate;
- 2. there does not exist a more beneficial standard service or procedure covered by the Policy; or
- 3. there exists a clinical trial or rare disease treatment.

In addition, the Insured Person's attending Physician must have recommended either:

1. a service or procedure that, based on two documents from available medical and scientific evidence, is likely to be more beneficial to the Insured Person than any standard covered service or procedure; or

- 2. in the case of a rare disease, the Insured's Authorized Representative or attending Physician may present that the requested service or procedure is likely to benefit the Insured in the treatment of the rare disease and that such benefit outweighs the risks associated with such service or treatment; or
- 3. a clinical trial for which the Insured Person is eligible (only certain clinical trials can be considered).

Any Physician certification provided under this section shall include a statement of the evidence relied upon by the Physician in certifying his recommendation.

For the purposes of this section, the Insured Person's attending Physician must be a licensed, board-certified or board eligible physician qualified to practice in the area appropriate to treat the Insured Person's condition or disease.

#### **The External Appeal Process**

If, through the Company's Internal Appeal process, the Insured Person has received an Adverse Determination or a Final Adverse Determination upholding a denial of benefits on the basis that the service is not a Medical Necessity or is an experimental or investigational treatment, the Insured Person has 4 months from receipt of such notice to file a written request for an External Appeal. If the Insured Person and the Company have agreed in writing to waive any Internal Appeal, the Insured Person has 4 months from receipt of such waiver to file a written request for an External Appeal. The Company will provide an External Appeal Application with the Adverse Determination or Final Adverse Determination issued through the Company's Internal Appeal process or its written waiver of an Internal Appeal.

The Insured Person may also request an External Appeal Application from the New York State Department of Insurance at 1 (800) 400-8882. The completed External Appeal Application should be submitted to the New York State Department of Insurance at the address indicated on the application. If the Insured Person or, where applicable, the Insured's Physician satisfies the criteria for an External Appeal, the New York State Department of Insurance will forward the request to a certified External Appeal Agent.

The Insured Person and the Insured's Physician, where applicable, will have an opportunity to submit additional documentation with his request. If the External Appeal Agent determines that the information the Insured Person submits represents a material change from the information on which the Company based its denial, the External Appeal Agent will share this information with the Company in order for the Company to exercise its right to reconsider its decision. If the Company chooses to exercise this right, the Company will have three (3) business days to amend or confirm its decision. Please note that in the case of an expedited appeal (described below), the Company does not have a right to reconsider its decision.

In general, the External Appeal Agent must make a decision within 30 days of receipt of the Insured Person's completed application. The External Appeal Agent may request additional information from the Insured Person, the attending Physician or the Company. If the External Appeal Agent requests additional information, it will have five (5) additional business days to make its decision. The External Appeal Agent must notify the Insured Person, the attending Physician (if appropriate), and the Company in writing of its decision within two (2) business days.

If the Insured Person's attending Physician certifies that a delay in providing the service that has been denied poses an imminent or serious threat to the Insured Person's health, the Insured Person may request an Expedited External Appeal. In that case, the External Appeal Agent must make a decision within 72 hours of receipt of the completed application. Immediately after reaching a decision, the External Appeal Agent must make a reasonable attempt to immediately notify the Insured Person, the attending Physician (where appropriate), and the Company by telephone or facsimile of that decision. The External Appeal Agent must also notify the Insured Person in writing of its decision.

If the External Appeal Agent overturns the Company's decision that a service is not a Medical Necessity or approves benefits for an experimental or investigational treatment, the Company will provide benefits subject to the other terms and conditions of this policy. Please note that if the External Appeal Agent approves benefits for an experimental or investigational treatment that is part of a clinical trial, the Policy will only cover the costs of services required to provide treatment to the Insured Person according to the design of the trial. The Company shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this policy for non-experimental or non-investigational treatments provided in such clinical trial.

The External Appeal Agent's decision is binding on both the Insured Person and the Company. The External Appeal Agent's decision is admissible in any court proceeding.

The Company will charge the Insured Person a fee of \$25 per each External Appeal, not to exceed a total of \$75 per Policy Year. The Company will waive the fee if the Company determines that paying the fee would pose a hardship to the Insured Person.

The Company will charge the Insured Person's attending Physician a fee of \$50 per each External Appeal.

If the External Appeal Agent overturns the Adverse Determination or Final Adverse Determination, then the Company shall refund the fee.

#### Insured Person's and Insured Person's Physician's Responsibilities

The Insured Person or, as applicable, the Insured Person's Physician must initiate the External Appeal process. The External Appeal process may be initiated by filing the completed appropriate application with the New York State Department of Insurance. For Retrospective Adverse Determination appeals, the Insured Person must sign an acknowledgement of the request and sign a consent to release of medical records.

Under New York State law, the completed request for appeal must be filed within 4 months of either the date upon which written notification from the Company that it has upheld a denial of benefits is received or the date upon which written waiver of any internal appeal is received. The Company has no authority to grant an extension of this deadline.

#### Collegiate Assistance Program

Insured Students have access to nurse advice, health information, and counseling support 24 hours a day by dialing the number listed on the permanent ID card. Collegiate Assistance Program is staffed by Registered Nurses and Licensed Clinicians who can help students determine if they need to seek medical care, need legal/financial advice or may need to talk to someone about everyday issues that can be overwhelming.

#### **Online Access to Account Information**

Insureds have online access to claims status, EOBs, correspondence and coverage information via My Account at <a href="https://www.uhcsr.com/DeVry">www.uhcsr.com/DeVry</a>. Insureds can also print a temporary ID card, request a replacement ID card and locate network providers from My Account. You may also access the most popular My Account features from your smartphone at our mobile site <a href="my.uhcsr.com/DeVry">my.uhcsr.com/DeVry</a>.

If you don't already have an online account, simply select the "Create an Account" link from the home page at <a href="www.uhcsr.com/DeVry">www.uhcsr.com/DeVry</a>. Follow the simple, onscreen directions to establish an online account in minutes. Note that you will need your 7-digit insurance ID number to create an online account. If you already have an online account, just log in from <a href="www.uhcsr.com">www.uhcsr.com</a> to access your account information.

#### **Claim Procedure**

In the event of Injury or Sickness, the students should:

- 1. Report to the Student Health Service or Infirmary for treatment or referral, when not in school, their Physician or Hospital.
- Mail to the address below all medical and hospital bills along with the patient's name and insured student's name, address, social security number and the name of the college under which the student is insured. A Company claim form is not required for filing a claim.
- 3. File claim within 30 days of Injury or first treatment for a Sickness. Bills should be received by the Company within 120 days of service or as soon as reasonably possible.

#### The Plan is Underwritten by:

UnitedHealthcare Insurance Company of New York

#### Submit all Claims or Inquiries to:

UnitedHealthcare **Student**Resources P.O. Box 809025
Dallas, TX 75380-9025
1-866-808-8298
Claims@uhcsr.com
Customerservice@uhcsr.com

Please keep this Certificate as a general summary of the insurance. The Master Policy on file at the University contains all of the provisions, limitations, exclusions and qualification of your insurance benefits, some of which may not be included in this Certificate. The Master Policy is the contract and will govern and control the payment of benefits.

This Certificate is based on Policy 2012-278-6





**POLICY NUMBER: 2012-278-6** 

#### NOTICE:

The benefits contained within have been revised since publication. The revisions are included within the body of the document, and are summarized on the last page of the document for ease of reference.

### NOC 2 (12/26/2012)

Change Coinsurance Out-of-Network – FROM: "50% to \$2,500, Deductible applies after \$2,500, then 50% thereafter"
 TO: "50% to \$2,500, Deductible applies after \$2,500, then 70% thereafter"

### NOC 1 (08/20/2012)

Page 1 Eligibility changed:

FROM: Home study, correspondence, and online courses do not fulfill the Eligibility requirements

TO: Home study and correspondence courses do not fulfill the Eligibility requirements