

## **TABLE OF CONTENTS**

Eligibility and Termination Provisions	2
General Provisions	2
Definitions	4
Schedule of Benefits	8
Benefit Provisions	9
Mandated Benefits	11
Exclusions and Limitations	13

**PART I**  
**ELIGIBILITY AND TERMINATION PROVISIONS**

**Eligibility:** Each person who belongs to one of the "Classes of Persons To Be Insured" as set forth in the application is eligible to be insured under this policy. The Named Insured must actively attend classes for at least the first 31 days after the date for which coverage is purchased. Home study, correspondence, Internet, and television (TV) courses do not fulfill the eligibility requirements that the Named Insured 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 and whenever the Company discovers that the policy eligibility requirements have not been met, its only obligation is refund of premium.

Eligible persons may be insured under this policy subject to the following:

1. Payment of premium as set forth on the policy application; and,
2. Application to the Company for such coverage.

**Effective Date:** Insurance under this policy shall become effective on the later of the following dates:

1. The Effective Date of the policy; or
2. The date premium is received by the Administrator.

**Termination Date:** The coverage provided with respect to the Named Insured shall terminate on the earliest of the following dates:

1. The last day of the period through which the premium is paid; or
2. The date the policy terminates.

**PART II**  
**GENERAL PROVISIONS**

**ENTIRE CONTRACT CHANGES:** This policy, including the endorsements and attached papers, if any, and the application of the Policyholder shall constitute the entire contract between the parties. No agent has authority to change this policy or to waive any of its provisions. No change in the policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. Such an endorsement or attachment shall be effective without the consent of the Insured Person but shall be without prejudice to any claim arising prior to its Effective Date.

**PAYMENT OF PREMIUM:** All premiums are payable in advance for each policy term in accordance with the Company's premium rates. The full premium must be paid even if the premium is received after the policy Effective Date. There is no pro-rata or reduced premium payment for late enrollees. There will be no refunds to students who cancel coverage under the policy; unless the Insured enters the armed forces.

Premium adjustments involving return of unearned premiums to the Policyholder will be limited to a period of 12 months immediately preceding the date of receipt by the Company of evidence that adjustments should be made. Premiums are payable to the Company, P.O. Box 809026, Dallas, Texas 75380-9026.

**NOTICE OF CLAIM:** Written notice of claim must be given to the Company within 90 days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Named Insured to the Company, P.O. Box 809025, Dallas, Texas 75380-9025 with information sufficient to identify the Named Insured shall be deemed notice to the Company.

**CLAIM FORMS:** Upon receipt of a notice of claim, the Company will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of written notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and extent of the loss for which claim is made.

**PROOF OF LOSS:** Written proof of loss must be furnished to the Company at its said office within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to furnish proof. In no event except in the absence of legal capacity shall written proofs of loss be furnished later than one year from the time proof is otherwise required.

## GENERAL PROVISIONS *(Continued)*

**TIME OF PAYMENT OF CLAIM:** Indemnities payable under this policy for any loss will be paid no later than the 60th day after receipt of due written proof of such loss provided the Company has received all items, statements and forms reasonably requested and required to secure final proof of loss.

**PAYMENT OF CLAIMS:** All or a portion of any indemnities provided by this policy may, at the Company's option, and unless the Named Insured requests otherwise in writing not later than the time of filing proofs of such loss, be paid directly to the Hospital or person rendering such service. Otherwise, accrued indemnities will be paid to the Named Insured or the estate of the Named Insured. Any payment so made shall discharge the Company's obligation to the extent of the amount of benefits so paid.

**PAYMENT TO STATE:** Benefits will be payable to the Texas Department of Human Services for Covered Medical Expenses under this policy for an Insured Person when the Texas Department of Human Services pays for such expenses and notification is given to the Company with the claim. Benefits payable on behalf of a child under this policy will be paid to the Texas Department of Human Services after the Company receives written notice that:

1. the parent who purchased the coverage is: (a) a possessory conservator of the child under an order issued by a court in this state or is not entitled to possession of or access to the child; and (b) is required by court order or court-approved agreement to pay child support;
2. the Texas Department of Human Services is paying benefits on behalf of the child under Chapter 31 or Chapter 32, Human Resources Code; and
3. the Company is notified through an attachment to the claim for insurance benefits when the claim is first submitted to the Company that benefits must be paid directly to the Texas Department of Human Services.

**BENEFIT PAYMENTS TO PARENT OF A MINOR:** Benefits will be payable to a managing conservator who is not a student of the Policyholder provided such managing conservator is responsible for a minor child who is a dependent of a person who is a student of the Policyholder and which child is duly enrolled as an insured dependent, and the managing conservator has paid all or any portion of a medical bill that would be covered under the terms of the policy. The managing conservator of the child must provide a certified copy of a court order establishing the person as managing conservator or other evidence designated by the State Board of Insurance before the benefits can be paid to the managing conservator. The managing conservator must also submit valid receipts and invoices for such medical payments on behalf of the child.

**PHYSICAL EXAMINATION:** As a part of Proof of Loss, the Company at its own expense shall have the right and opportunity: 1) to examine the person of any Insured Person when and as often as it may reasonably require during the pendency of a claim; and, 2) to have an autopsy made in case of death where it is not forbidden by law. The Company has the right to secure a second opinion regarding treatment or hospitalization. Failure of an Insured to present himself or herself for examination by a Physician when requested shall authorize the Company to: (1) withhold any payment of Covered Medical Expenses until such examination is performed and Physician's report received; and (2) deduct from any amounts otherwise payable hereunder any amount for which the Company has become obligated to pay to a Physician retained by the Company to make an examination for which the Insured failed to appear. Said deduction shall be made with the same force and effect as a Deductible herein defined.

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proofs of loss have been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of 3 years after the time written proofs of loss are required to be furnished.

**SUBROGATION:** The Company shall be subrogated to all rights of recovery which any Insured Person has against any person, firm or corporation to the extent of payments for benefits made by the Company to or for benefit of an Insured Person. The Insured shall execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights to the Company.

**RIGHT OF RECOVERY:** Payments made by the Company which exceed the Covered Medical Expenses (after allowance for Deductible and coinsurance clauses, if any) payable hereunder shall be recoverable by the Company from or among any persons, firms, or corporations to or for whom such payments were made or from any insurance organizations who are obligated in respect of any covered Injury as their liability may appear.

## **GENERAL PROVISIONS** *(Continued)*

**MORE THAN ONE POLICY:** Insurance effective at any one time on the Insured Person under a like policy, or policies in this Company is limited to the one such policy elected by the Insured Person, his beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

**MISSTATEMENT OF AGE:** If the age of an Insured has been misstated, the Insured shall be responsible for payment of any additional premium due had coverage been purchased at the correct issue age. The Company shall furnish notice to the Insured of such additional premium due. Additional premium that is not paid within 31 days from the date of notice of additional premium due may, at the election of the Company, be deducted from any claim payment then due and payable.

**REPRESENTATION:** In the absence of fraud, a statement made by the Policyholder or an Insured is considered a representation and not a warranty. A statement made by the Policyholder or an Insured may not be used in any contest under the policy, unless a copy of the written instrument containing the statement is or has been provided to 1) the person making the statement, or 2) if the statement was made by the Insured and the Insured has died or become incapacitated, the Insured's beneficiary or personal representative.

### **PART III DEFINITIONS**

**COVERED MEDICAL EXPENSES** means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the maximum benefit amount payable per service as specified in the Schedule of Benefits; 3) made for services and supplies not excluded under the policy; 4) made for services and supplies which are a Medical Necessity; 5) made for services included in the Schedule of Benefits; and 6) 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 per policy year or per occurrence (for each Injury) as specified in the Schedule of Benefits.

**ELECTIVE SURGERY OR ELECTIVE TREATMENT** means those health care services or supplies that do not meet the health care need for a Sickness or Injury. Elective surgery or elective treatment includes any service, treatment or supplies that: 1) are deemed by the Company to be research or experimental; or 2) are not recognized and generally accepted medical practices in the United States.

**HOSPITAL CONFINED/HOSPITAL CONFINEMENT** means confined in a Hospital for at least 18 hours by reason of an Injury for which benefits are payable.

**HOSPITAL** means a licensed or properly accredited general hospital which: 1) is open at all times; 2) is operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients; 3) is under the supervision of a staff of one or more legally qualified Physicians available at all times; 4) continuously provides on the premises 24 hour nursing service by Registered Nurses; 5) provides organized facilities for diagnosis and major surgery on the premises; and 6) is not primarily a clinic, nursing, rest or convalescent home, or an institution specializing in or primarily treating Mental and Nervous Disorder.

**INJURY** means bodily injury which is: 1) 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; and 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.

**INSURED PERSON** means the Named Insured. The term "Insured" also means Insured Person.

## **DEFINITIONS** *(Continued)*

**INTENSIVE CARE** means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the intensive care unit. Intensive care does not mean any of these step-down units:

1. Progressive care;
2. Sub-acute intensive care;
3. Intermediate care units;
4. Private monitored rooms;
5. Observation units; or
6. Other facilities which do not meet the standards for intensive care.

**MEDICAL EMERGENCY** means bona fide emergency services provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in:

1. Placement of the Insured's health in serious jeopardy;
2. Serious impairment of bodily functions;
3. Serious dysfunction of any body organ or part;
4. Serious disfigurement; or
5. In the case of a pregnant woman, serious jeopardy to the health of the fetus.

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

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

1. Essential for the symptoms and diagnosis or treatment of the Injury;
2. Provided for the diagnosis, or the direct care and treatment of the 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; and,
5. The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being Hospital Confined means that: 1) the Insured requires acute care as a bed patient; and, 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 Hospital Confinement.

**NAMED INSURED** means an eligible, registered student of the Policyholder, if: 1) the student is properly enrolled in the program; and 2) the appropriate premium for coverage has been paid.

**NEGATIVE X-RAY** means an X-ray that shows the absence of a fracture; pathology; or disease.

**PHYSICIAN** means a legally qualified licensed practitioner of the healing arts who provides care within the scope of his/her license, other than a member of the person's immediate family. The term "member of the immediate family" means any person related to an Insured Person within the third degree by the laws of consanguinity or affinity.

**PHYSIOTHERAPY** means any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage administered by a Physician.

**POSITIVE X-RAY** means an X-ray that shows the presence of a fracture; pathology; or disease.

### **DEFINITIONS** *(Continued)*

**PRESCRIPTION DRUGS** means: 1) prescription legend drugs; 2) compound medications of which at least one ingredient is a prescription legend drug; 3) any other drugs which under the applicable state or federal law may be dispensed only upon written prescription of a Physician; and 4) injectable insulin.

**REGISTERED NURSE** means a professional nurse (R.N.) who is not a member of the Insured Person's immediate family.

**SOUND, NATURAL TEETH** means natural teeth, the major portion of the individual tooth is present, regardless of fillings or caps; and is not carious, abscessed, or defective.

**USUAL AND CUSTOMARY CHARGES** means 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 where service is rendered. 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.

**PART IV**  
**EXTENSION OF BENEFITS AFTER TERMINATION**

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

Coverage will not apply if the coverage is replaced with a succeeding carrier providing substantially equivalent or greater benefits than those provided by this policy. For purposes of this section, the terms "total disability" and "totally disabled" mean: 1) with respect to the Insured, the complete inability of the Insured to perform all of the substantial and material duties and functions of his or her occupation and any other gainful occupation in which such person earns substantially the same compensation earned prior to disability, and 2) with respect to the Insured's covered Dependents, confinement as a bed patient in a hospital.

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.

**PART V**  
**SCHEDULE OF BENEFITS**  
**MEDICAL EXPENSE BENEFITS-INJURY**  
**TEXAS WOMAN'S UNIVERSITY - STUDENT PLAN**  
**2022-239-48**  
**INJURY ONLY BENEFITS**

<b>Maximum Benefit</b>	<b>\$5,000 (For each Injury)</b>
<b>Deductible Preferred Provider</b>	<b>\$500 (Per Insured Person) (Per Policy Year)</b>
<b>Deductible Out of Network Provider</b>	<b>\$1,000 (Per Insured Person) (Per Policy Year)</b>
<b>Coinsurance Preferred Provider</b>	<b>80% except as noted below</b>
<b>Coinsurance Out of Network Provider</b>	<b>50% except as noted below</b>

The Preferred Provider for this plan is Multiplan.

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.

This policy provides benefits for Injury sustained by an Insured Person while: 1) actually engaged, as an official representative of the Policyholder, in the play or practice of an intercollegiate sport under the direct supervision of a regularly employed coach or trainer of the Policyholder; or 2) actually being transported as a member of a group under the direct supervision of a duly delegated representative of the Policyholder for the purpose of participating in the play or practice of a scheduled intercollegiate sport.

All benefit maximums are combined Preferred Provider and Out-of-Network, unless noted below. The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits will be paid up to the Maximum Benefit for each service as scheduled below.

<b>Inpatient</b>	<b>Preferred Provider Benefits</b>	<b>Out-of-Network Provider Benefits</b>
<b>Room and Board Expense:</b>	Preferred Allowance	Usual and Customary Charges
<b>Intensive Care:</b>	Preferred Allowance	Usual and Customary Charges
<b>Hospital Miscellaneous:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physiotherapy:</b>	Preferred Allowance	Usual and Customary Charges
<b>Surgery:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Specified Surgery based on data provided by FAIR Health, Inc.)</i>		
<b>Assistant Surgeon:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist:</b>	Preferred Allowance	Usual and Customary Charges
<b>Registered Nurse:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<b>Pre-admission Testing:</b>	Preferred Allowance	Usual and Customary Charges

<b>Outpatient</b>	<b>Preferred Provider Benefits</b>	<b>Out-of-Network Provider Benefits</b>
<b>Surgery:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Specified Surgery based on data provided by FAIR Health, Inc.)</i>		
<b>Day Surgery Miscellaneous:</b>	Preferred Allowance	Usual and Customary Charges
<b>Assistant Surgeon:</b>	Preferred Allowance	Usual and Customary Charges
<b>Anesthetist:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physician's Visits:</b>	Preferred Allowance	Usual and Customary Charges
<b>Physiotherapy:</b>	Preferred Allowance	Usual and Customary Charges
<i>(Review of Medical Necessity will be performed after 12 visits per Injury)</i>		
<b>Medical Emergency:</b>	Preferred Allowance	80% of Usual and Customary Charges
	\$250 copay per visit	\$250 Deductible per visit
<b>X-rays:</b>	Preferred Allowance	Usual and Customary Charges
<b>Laboratory:</b>	Preferred Allowance	Usual and Customary Charges
<b>Tests and Procedures</b>	Preferred Allowance	Usual and Customary Charges
<b>Injections:</b>	Preferred Allowance	Usual and Customary Charges
<b>Prescription Drugs:</b>	No Benefits	No Benefits



<b>Other</b>	<b>Preferred Provider Benefits</b>	<b>Out-of-Network Provider Benefits</b>
<b>Ambulance:</b>	Preferred Allowance	80% of Usual and Customary Charges
<b>Durable Medical Equipment:</b>	Preferred Allowance	Usual and Customary Charges
<b>Consultant:</b>	Preferred Allowance	Usual and Customary Charges
<b>Dental:</b>	Preferred Allowance	80% of Usual and Customary Charges
<i>(Benefits paid on Injury to Sound, Natural Teeth only.)</i>		

#### **MAJOR MEDICAL**

**Maximum Benefit**

**No Benefits**

#### **CATASTROPHIC MEDICAL**

**Maximum Benefit**

**No Benefits**

**SHC Referral Required:** Yes ( ) No (X)

**Conversion Permitted:** Yes ( ) No (X)

( ) **52 Week Benefit Period** or (X) **Extension of Benefits**

**Pre Admission Notification:** Yes ( ) No (X)

**Other Insurance:** (X) **\*Coordination of Benefits** ( ) **Excess Motor Vehicle** ( ) **Primary Insurance**

\*If benefit is designated, see endorsement attached.

**SCHEDULE OF BENEFITS (Continued)**  
**INJURY ONLY BENEFITS**

**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:

Multiplan

The availability of specific providers is subject to change without notice. Insured should always confirm that a Preferred Provider is participating at the time services are required by calling the Company at 1-888-799-7716 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. Insured’s 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 Hospital Expenses**

**PREFERRED HOSPITALS** - Eligible inpatient Hospital expenses at a Preferred Hospital will be paid at the coinsurance percentages specified in the Schedule of Benefits, up to any limits specified in the Schedule of Benefits. Call (888) 799-7716 for information about Preferred Hospitals.

**OUT-OF-NETWORK HOSPITALS** - If care is provided at a Hospital that is not a Preferred Provider, eligible inpatient Hospital 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 Multiplan will be paid at 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.

**MEDICAL EMERGENCY TREATMENT**

In the event of Medical Emergency and the Insured cannot reasonably reach a Preferred Provider, the Company shall provide reimbursement for the following Medical Emergency services at the Preferred Provider level of benefits until the Insured can reasonably be expected to transfer to a Preferred Provider: 1) a medical screening examination or other evaluation required by state or federal law to be provided in the emergency facility of a Hospital, including a freestanding emergency medical care facility, that is necessary to determine whether a Medical Emergency condition exists; 2) necessary Medical Emergency care services, including the treatment and stabilization of a Medical Emergency condition; and 3) services originating in a Hospital emergency facility, including a freestanding emergency medical care facility, following treatment or stabilization of a Medical Emergency condition.

**SCHEDULE OF BENEFITS (Continued)**  
**INJURY ONLY BENEFITS**

**PREFERRED PROVIDER INFORMATION (Continued)**

**COMPLAINT RESOLUTION**

Insured Persons,, Providers or their representatives with questions or complaints may call the Customer Service Department at 1-888-799-7716. If the question or complaint is not resolved to the satisfaction of the complainant, the complainant may submit a written request to the Claims Review Committee, which will make a thorough investigation and respond to the complainant in a timely manner. The Company will not retaliate against the complainant because of the complaint.

**CONTINUITY OF CARE; TERMINATION OF PROVIDER CONTRACTS**

The Insured has the right to continuity of care while covered under this policy for a covered Injury in the event of termination of a Preferred Provider's participation in the plan under the following circumstances: 1) the Insured is being treated for a Life Threatening Condition; or 2) the Insured is being treated under Special Circumstances.

"Life Threatening Condition" means a Injury for which the likelihood of death is probable unless the course of the Injury is interrupted. "Special Circumstances" means a condition regarding which the treating Physician or health care provider reasonably believes that discontinuing care by the treating Physician or health care provider could cause harm to the Insured. Examples of a Insured who has a special circumstance include a Insured with a disability, acute condition, or Life Threatening Condition.

Benefits will continue to be paid at the negotiated Preferred Provider level of benefits if a Insured whom the Physician or provider is currently treating has Special Circumstances in accordance with the dictates of medical prudence. The Physician or provider shall identify the Special Circumstances and shall: 1) request that the Insured be permitted to continue treatment under the Physician's or providers care; and 2) agree not to seek payment from the Insured of any amount for which the Insured would not be responsible if the Physician or provider were still a Preferred Provider.

All obligations on behalf of the Company for reimbursement at the Preferred Provider level of benefits for the ongoing treatment shall terminate after the 90th day after the effective date of the termination

**NOTICE: Although services may be or have been provided to an Insured at a health care facility that is a member of the Preferred Provider network, other professional services may be or have been provided at or through the facility by Physicians and other health care practitioners who are not members of the Preferred Provider network. The Insured may be responsible for payment of all or part of the fees for those professional services that are not paid or covered by this policy.**

**PART VI**  
**MEDICAL EXPENSE BENEFITS - INJURY**

Benefits are payable for Covered Medical Expenses (see "Definitions") less any Deductible incurred by or for an Insured Person for loss due to Injury subject to: a) the Maximum Benefit for all services; b) the maximum amount for specific services; both as set forth in the Schedule of Benefits; and c) any coinsurance amount set forth in the Schedule of Benefits or any endorsement hereto. The total payable for all Covered Medical Expenses shall never exceed the Maximum Benefit stated in the Schedule of Benefits. Read the "Definitions" section and the "Exclusions and Limitations" section carefully.

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits or for any matter described in "Exclusions and Limitations." If a benefit is designated, Covered Medical Expenses include:

1. **Intensive Care:** If provided in the Schedule of Benefits.
2. **Hospital Miscellaneous Expenses:** 1) while Hospital Confined; or 2) as a precondition for being Hospital Confined. Benefits will be paid for 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. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
3. **Physiotherapy (Inpatient):** See Schedule of Benefits.
4. **Surgery:** Physician's fees for inpatient surgery. Payment will be made based upon the surgical schedule as specified in the Schedule of Benefits. 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.
5. **Assistant Surgeon Fees:** in connection with inpatient surgery, if provided in the Schedule of Benefits.
6. **Anesthetist Services:** professional services administered in connection with inpatient surgery.
7. **Registered Nurse's Services:** 1) private duty nursing care only; 2) while Hospital Confined; 3) ordered by a licensed Physician; and 4) a Medical Necessity. General nursing care provided by the Hospital is not covered under this benefit.
8. **Physician's Visits:** when Hospital Confined. Benefits do not apply when related to surgery.
9. **Pre-Admission Testing:** limited to routine tests such as: complete blood count; urinalysis; and chest X-rays. If otherwise payable under the policy, major diagnostic procedures such as: cat-scans; NMR's; and blood chemistries will be paid under the "Hospital Miscellaneous" benefit. This benefit is payable within 7 working days prior to admission.
10. **Surgery (Outpatient):** Physician's fees for outpatient surgery. Payment will be made based upon the surgical schedule as specified in the Schedule of Benefits. 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.
11. **Day Surgery Miscellaneous (Outpatient):** in connection with outpatient day surgery; excluding non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic. Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests and X-ray examinations, including professional fees; anesthesia; drugs or medicines; therapeutic services; and supplies.
12. **Assistant Surgeon Fees (Outpatient):** in connection with outpatient surgery, if provided in the Schedule of Benefits.
13. **Anesthetist (Outpatient):** professional services administered in connection with outpatient surgery.
14. **Physician's Visits (Outpatient):** Benefits do not apply when related to surgery or Physiotherapy.
15. **Physiotherapy (Outpatient):** See Schedule of Benefits.
16. **Medical Emergency Expenses (Outpatient):** only in connection with a Medical Emergency as defined. Benefits will be paid for the use of the emergency room and supplies. Treatment must be rendered within 72 hours from time of Injury.

**MEDICAL EXPENSE BENEFITS - INJURY ONLY** *(Continued)*

17. **Diagnostic X-ray Services (Outpatient):** if so noted in the Schedule of Benefits, separate maximums apply to positive and negative X-rays. Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 70000 - 79999 inclusive.
18. **Laboratory Procedures (Outpatient):** Laboratory Procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 80000 - 89999 inclusive.
19. **Tests and Procedures (Outpatient):** 1) diagnostic services and medical procedures; 2) performed by a Physician; 3) excluding Physician's Visits; Physiotherapy; X-Rays; and Laboratory Procedures.
20. **Injections (Outpatient):** 1) when administered in the Physician's office; and 2) charged on the Physician's statement.
21. **Prescription Drugs (Outpatient):** See Schedule of Benefits.
22. **Ambulance Services:** See Schedule of Benefits.
23. **Durable Medical Equipment:** 1) when prescribed by a Physician; and 2) a written prescription accompanies the claim when submitted. Replacements are never covered. Durable medical equipment includes equipment that: 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of purchase price.
24. **Consultant Physician Fees:** when requested and approved by the attending Physician.
25. **Dental Treatment:** 1) performed by a Physician; and, 2) made necessary by Injury to Sound, Natural Teeth. Breaking a tooth while eating is not covered. Routine dental care and treatment to the gums are not covered.

**PART VII  
MANDATED BENEFITS**

**BENEFITS FOR TELEMEDICINE / TELEHEALTH SERVICES**

Benefits will be paid for services provided through telemedicine and telehealth on the same basis as services provided through a face-to-face consultation. "Telemedicine" means a health care service initiated by a Physician or provided by a health professional acting under Physician delegation and supervision, for purposes of patient assessment by a health professional, diagnosis or consultation by a Physician, treatment, or the transfer of medical data, that requires the use of advanced telecommunication technology, other than by telephone or facsimile, including: (a) compressed digital interactive video, audio, or data transmission; (b) clinical data transmission using computer imaging by way of still image capture and store and forward; and (c) other technology that facilitates access to health care services or medical specialty expertise. "Telehealth" means a health service, other than a telemedicine medical service, delivered by a licensed or certified health professional acting within the scope of the health professional's license or certification who does not perform a telemedicine medical service that requires the use of advanced telecommunications technology, other than by telephone or facsimile, including: Compressed digital interactive video, audio or data transmission, clinical data transmission using computer imaging by way of still-image capture and store and forward, and other technology that facilitates access to health care services or medical specialty expertise.

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

**BENEFITS FOLLOWING A BRAIN INJURY**

Benefits will be paid the same as any other Injury for Medically Necessary services as a result of and related to a brain injury to facilitate the recovery and progressive rehabilitation of survivors of acquired brain injuries to the extent possible to their pre-injury condition. Acquired brain injury means a neurological insult to the brain, which is not hereditary, congenital, or degenerative. The injury to the brain has occurred after birth and results in a change in neuronal activity, which results in an impairment of physical functioning, sensory processing, cognition, or psychosocial behavior.

The therapies listed and defined below must be provided for the coverage of an Acquired Brain Injury.

1. Cognitive rehabilitation therapy - Services designed to address therapeutic cognitive activities, based on an assessment and understanding of the Insured's brain-behavioral deficits.
2. Cognitive communication therapy - Services designed to address modalities of comprehension and expression, including understanding, reading, writing, and verbal expression of information.
3. Neurocognitive therapy - Services designed to address neurological deficits in informational processing and to facilitate the development of higher level cognitive abilities.
4. Neurocognitive rehabilitation - Services designed to assist cognitively impaired Insureds to compensate for deficits in cognitive functioning by rebuilding cognitive skills and/or developing compensatory strategies and techniques.
5. Neurobehavioral testing - An evaluation of the history of neurological and psychiatric difficulty, current symptoms, current mental status, and premorbid history, including the identification of problematic behavior and the relationship between behavior and the variables that control behavior. This may include interviews of the Insured, family, or others.
6. Neurobehavioral treatment - Interventions that focus on behavior and the variables that control behavior.
7. Neurophysiological testing - An evaluation of the functions of the nervous system.
8. Neurophysiological treatment - Interventions that focus on the functions of the nervous system.
9. Neuropsychological testing - The administering of a comprehensive battery of tests to evaluate neurocognitive, behavioral, and emotional strengths and weaknesses and their relationship normal and abnormal central nervous system functioning.
10. Neuropsychological treatment - Interventions designed to improve or minimize deficits in behavioral and cognitive processes.
11. Outpatient day treatment services - Structured services provided to address functional deficits in behavior and/or cognition delivered in settings that include transitional residential, community integration, or non-residential services.
12. Psychophysiological testing - An evaluation of the interrelationships between the nervous system and other bodily organs and behavior.
13. Psychophysiological treatment - Interventions designed to alleviate or decrease abnormal physiological responses of the nervous system due to behavioral or emotional factors.
14. Neurofeedback therapy - Services that utilize operant conditioning learning procedure based on electroencephalography (EEG) parameters, and which are designed to result in improved mental performance and behavior, and stabilized mood.
15. Remediation - The process(es) of restoring or improving a specific function.
16. Post-acute transition services - Services that facilitate the continuum of care beyond the initial neurological insult through rehabilitation and community reintegration.
17. Community reintegration services, including day treatment services - Services that facilitate the continuum of care as an affected individual transitions into the community.
18. Post-acute care treatment services.

### **MANDATED BENEFITS (Continued)**

Benefits for post-acute care treatment services shall not be included in any policy maximum lifetime limit on the number of days of acute care treatment but shall be limited to 30 days of post-acute care treatment per policy year. Benefits for post-acute care treatment include reasonable expenses related to the periodic reevaluation of the care of the Insured who:

1. has incurred an Acquired Brain Injury;
2. has been unresponsive to treatment; and
3. becomes responsive to treatment at a later date.

A determination of whether expenses are reasonable for the periodic reevaluation may include consideration of factors including:

1. cost;
2. the time that has expired since the previous evaluation;
3. any difference in the expertise of the Physician performing the evaluation;
4. changes in technology; and
5. advances in medicine.

Treatment for an Acquired Brain Injury may be provided at a facility at which appropriate services may be provided, including:

1. a Hospital, including an acute and a post-acute rehabilitation hospital; and
2. an assisted living facility.

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

### **BENEFITS FOR PROSTHETIC DEVICES AND SERVICES**

Benefits will be paid based on the Medicare allowance for prosthetic devices, orthotic devices, and professional services related to the fitting and use of those devices as specified below:

- Benefits will equal those benefits provided for under federal laws for health insurance for the aged and disabled pursuant to 42 U.S.C. sections 1395K, 1395L, 1395M and CFR 410.100, 414.202, 414.210, and 414.228 as applicable.
- Benefits will include repair and replacement of a prosthetic or orthotic device unless the repair or replacement is necessitated by misuse or loss by the Insured.
- Benefits are limited to the most appropriate model of device that adequately meets the medical needs of the Insured as determined by the treating Physician or podiatrist and prosthetist or orthotist.

“Prosthetic Device” means an artificial device designed to replace, wholly or partly, an arm or leg.

“Orthotic Device” means a custom-fitted or custom-fabricated medical device that is applied to a part of the human body to correct a deformity, improve function, or relieve symptoms of a disease.

Benefits shall be subject to all Deductible, copayment, coinsurance, but shall not be subject to any policy dollar limits but shall be subject to any other provisions of the policy.

**PART VIII**  
**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:

1. Acupuncture;
2. Biofeedback;
3. Chronic pain disorders;
4. Circumcision;
5. Cosmetic procedures, except cosmetic surgery required to correct an Injury for which benefits are otherwise payable under this policy removal of warts, non-malignant moles and lesions;
6. Custodial care; care provided in: rest homes, health resorts, homes for the aged, halfway houses, college infirmaries or places mainly for domiciliary or custodial care; extended care in treatment or substance abuse facilities for domiciliary or custodial care;
7. Dental treatment, except for accidental Injury to Sound, Natural Teeth;
8. Elective Surgery or Elective Treatment;
9. Eye examinations, eye refractions, eyeglasses, contact lenses, prescriptions or fitting of eyeglasses or contact lenses, vision correction surgery, or other treatment for visual defects and problems;
10. Foot care including: flat foot conditions, supportive devices for the foot, subluxations of the foot, care of corns, bunions (except capsular or bone surgery), calluses, toenails, fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the feet;
11. Health spa or similar facilities; strengthening programs;
12. Hearing examinations or hearing aids; or other treatment for hearing defects and problems. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process;
13. Hirsutism; alopecia;
14. Hypnosis;
15. Preventive medicines or vaccines, except where required for treatment of a covered Injury;
16. Injury caused by, contributed to, or resulting from the alcohol addiction to or use of intoxicants, hallucinogenics, illegal drugs, or any drugs or medicines that are not taken in the recommended dosage or for the purpose prescribed by the Insured Person's Physician;
17. Injury for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation;
18. Injury 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;
19. Injury sustained while (a) participating in any interscholastic, high school, intramural, club, or professional 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;
20. Injury sustained while (a) participating in any contest or competition of intramural football, etc. or intercollegiate football, etc.; (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;
21. Investigational services;
22. Organ transplants, including organ donation;



23. Participation in a riot or civil disorder; commission of or attempt to commit a felony; fighting as an active participant;
24. Prescription Drugs, services or supplies as follows, except as specifically provided in the policy:
  - 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 Benefits for Diabetes;
  - Immunization agents, biological sera, blood or blood products administered on an outpatient basis;
  - Drugs labeled, "Caution - limited by federal law to investigational use" or experimental drugs;
  - anabolic steroids used for body building;
  - Growth hormones; or
  - Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.
25. Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study;
26. Routine physical examinations and routine testing; preventive testing or treatment; screening exams or testing in the absence of Injury;
27. Services provided normally without charge by the Health Service of the Policyholder; or services covered or provided by the student health fee;
28. Sickness or disease in any form; over-exertion; fainting; or hernia, regardless of how caused;
29. Deviated nasal septum, including submucous resection and/or other surgical correction thereof; Nasal and sinus surgery;
30. Skydiving, parachuting, hang gliding, glider flying, parasailing, sail planing, bungee jumping, or flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline;
31. Sleep disorders;
32. Speech therapy; naturopathic services;
33. Suicide or attempted suicide while sane or insane (including drug overdose); or intentionally self-inflicted Injury;
34. Supplies, except as specifically provided in the policy;
35. Travel in or upon, sitting in or upon, alighting to or from, or working on or around any motorcycle or recreational vehicle including but not limiting to: two- or three-wheeled motor vehicle; four-wheeled all terrain vehicle (ATV); jet ski; ski cycle; or snowmobile skiing scuba diving, surfing, roller skating, riding in a rodeo;
36. Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment; and
37. 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);.

# POLICY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

## COORDINATION OF BENEFITS PROVISION

### Definitions

1. **Allowable Expenses:** Any necessary, reasonable, and customary item of expense, a part of which is covered by at least one of the Plans covering the Insured Person. An Allowable Expense to a Secondary Plan includes the value or amount of any Deductible Amount or Coinsurance Percentage or amount of otherwise Allowable Expenses which was not paid by the Primary or first paying Plan.
2. **Plan:** A group insurance plan or health service corporation group membership plan or any other group benefit plan providing medical or dental care treatment benefits or services. Such group coverages include: (a) group or blanket insurance coverage, or any other group type contract or provision thereof; this will not include school accident coverage for which the parent pays the entire premium; (b) service plan contracts, group practice and other pre-payment group coverage; (c) any coverage under labor-management trustees plans, union welfare plans, employer and employee organization plans; and (d) coverage under governmental programs, including Medicare, and any coverage required or provided by statute.
3. **Primary:** The Plan which pays regular benefits.
4. **Secondary:** The Plan which pays a reduced amount of benefits which, when added to the Primary Plan's benefits will not be more than the Allowable Expenses.
5. **We, Us or Our:** The Company named in the policy to which this endorsement is attached.

**Effect on Benefits** - If an Insured Person has medical and/or drug coverage under any other Plan, all of the benefits provided are subject to coordination of benefits. During any policy year or benefit period, the sum of the benefits that are payable by Us and those that are payable from another Plan may not be more than the Allowable Expenses.

During any policy year or benefit period, We may reduce the amount We will pay so that this reduced amount plus the amount payable by the other Plans will not be more than the Allowable Expenses. Allowable Expenses under the other Plan include benefits which would have been payable if a claim had been made.

However, if: (1) the other Plan contains a section which provides for determining its benefits after Our benefits have been determined; and (2) the order of benefit determination stated herein would require Us to determine benefits before the other Plan, then the benefits of such other Plan will be ignored in determining the benefits We will pay.

This Plan determines its order of benefits using the first of the following rules which applies:

1. If the Insured's other Plan does not have Coordination of Benefits, that Plan pays first.
2. Non-Dependent/Dependent. The benefits of the Plan which covers the person as an employee, member or subscriber are determined before those of the Plan which covers the person as a Dependent.
3. Dependent Child/Parents Not Separated or Divorced. When this Plan and another Plan cover the same child as a Dependent of different persons, called "parents":
  - a. the benefits of the Plan of the parent whose birthday falls earlier in a year exclusive of year of birth are determined before those of the Plan of the parent whose birthday falls later in that year; but
  - b. if both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.
  - c. However, if the other Plan does not have the rule described in a. above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
4. Dependent Child/Separated or Divorced Parents. If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:
  - a. first, the Plan of the parent with custody of the child;
  - b. then, the Plan of the spouse of the parent with the custody of the child; and
  - c. finally, the Plan of the parent not having custody of the child.

**This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.**

5. Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

**Right to Recovery and Release of Necessary Information** - For the purpose of determining applicability of and implementing the terms of this Provision, We may, without further consent or notice, release to or obtain from any other insurance company or organization any information, with respect to any person, necessary for such purposes. Any person claiming benefits under Our coverage shall give Us the information We need to implement this Provision. We will give notice of this exchange of claim and benefit information to the Insured Person when any claim is filed.

**Facility of Payment and Recovery** - Whenever payments which should have been made under our Coverage have been made under any other Plans, We shall have the right to pay over to any organizations that made such other payments, any amounts that are needed in order to satisfy the intent of this Provision. Any amounts so paid will be deemed to be benefits paid under Our coverage. To the extent of such payments, We will be fully discharged from Our liability.

Whenever We have made payments with respect to Allowable Expenses in total amount at any time, which are more than the maximum amount of payment needed at that time to satisfy the intent of this Provision, We may recover such excess payments. Such excess payments may be received from among one or more of the following, as We determine: any persons to or for or with respect to whom such payments were made, any other insurers, service plans or any other organizations.

**This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.**

## NON-DISCRIMINATION NOTICE

UnitedHealthcare **StudentResources** does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to:

Civil Rights Coordinator  
United HealthCare Civil Rights Grievance  
P.O. Box 30608  
Salt Lake City, UTAH 84130  
[UHC\\_Civil\\_Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

You must send the written complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free member phone number listed on your health plan ID card, Monday through Friday, 8 a.m. to 8 p.m. ET.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

**Online** <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**Phone:** Toll-free **1-800-368-1019, 800-537-7697** (TDD)

**Mail:** U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We also provide free services to help you communicate with us. Such as, letters in other languages or large print. Or, you can ask for free language services such as speaking with an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card, Monday through Friday, 8 a.m. to 8 p.m. ET.



