2018-2019 Student Health Insurance Plan

Policy No. 2018K1A40 Effective 9/01/18 -9/01/19



Vermont Law School

South Royalton, VT

Underwritten by:



Claims Administered by:

COMMERCIAL TRAVELERS

70 Genesee Street Utica, NY 13502 1-800-756-3702

Product underwritten by National Guardian Life Insurance Company (NGL), Madison, WI. National Guardian Life Insurance Company is not affiliated with The Guardian Life Insurance Company of America a.k.a. The Guardian or Guardian Life.

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Introduction

The Vermont Law School Student Health Insurance Plan has been developed especially for Vermont Law School students. The Plan provides coverage for Sicknesses and Accidents that occur on and off campus and includes special cost saving features to keep the coverage as affordable as possible. Vermont Law School is pleased to offer the Plan as described in this brochure.

This brochure is a brief description of the insurance coverage under the Vermont Law School Student Health Insurance Plan. This plan is underwritten by National Guardian Life Insurance Company, serviced by Gallagher Student Health & Special Risk and claims are administered by Commercial Travelers. The exact provisions governing this Student Health Insurance Plan are contained in the Master Policy which will be issued to the College.

Student Eligibility and Enrollment

Every student at Vermont Law School taking five (6) or more credits is required to be covered by a health insurance policy, whether it be a Vermont Law School policy through National Guardian Life Insurance Company, or a comparable outside policy. unless evidence of comparable coverage is provided and a waiver of coverage form is submitted on or before the waiver of coverage deadline. Dependents of Insured Students may also enroll.

Online Waiver Process

Students who are currently enrolled in a Health Insurance Plan of comparable coverage that will be in effect until September 1, 2018 can elect to waive the Vermont Law School Student Health Insurance Plan. Recognizing that health coverage may change, at the beginning of each academic year students will be asked to provide proof of comparable coverage in order to waive the Student Health Insurance Plan.

Waiver Process

To document proof of comparable coverage an Online Waiver Form must be completed and submitted by the deadline.

- 1. Go to www.gallagherstudent.com/Vermontlaw.
- 2. On the left toolbar, click on 'Student Waive/Enroll'.
- 3. Log in (if you haven't already).
- Select the Green "I want to Waive/Enroll" button. If waiving the insurance, please have your current health insurance ID card ready as you will need this information in order to complete the waiver form.

Immediately upon submitting the Vermont Law School Annual Decision Form, you will receive a reference number indicating that the form has been successfully submitted. Print this reference number for your records. If you do not receive a reference number, you will need to correct any errors and resubmit the form. The online method is the only accepted process for waiving coverage.

Vermont Law School reserves the right to audit and subsequently reject a waiver request. If it is determined that a student waived coverage with a health insurance plan that was not comparable coverage, the student will be automatically enrolled in the Student Health Insurance Plan, effective the date that the determination was made and there will be no pro-rata of premium.

In the event a student waives the Student Health Insurance Plan and then loses current coverage due to a qualifying event, (i.e. parent loss of coverage or the maximum age limit available is attained), the student has the right to petition to add coverage within 31 days of the qualifying event. If the petition is received within 31 days of the qualifying event, there will be no break in coverage. For petitions received after the 31 days, the effective date of coverage will be the date that the petition is received at Gallagher Student Health & Special Risk. If approved, the premium will not be prorated.

Waiver Deadline

The deadline for students to complete the Online Waiver Form for annual coverage is September 28, 2018. Students who waive the Student Health Insurance Plan in the Fall, waive coverage for the entire policy year. The Online Waiver process is the only accepted process for making your insurance selection. Students who do not submit the Online Waiver Form by the deadline will be enrolled in and billed for the Student Health Insurance Plan.

Policy Term

The policy for the current year becomes effective 09/01/2018 at 12:01 AM and expires on 09/01/2019 at 12:01 AM. Coverage remains in effect during holiday and vacation periods

Plan Costs

	Annual 09/01/18-09/01/19**	Winter 03/01/19-09/01/19**
Student*	\$3,224.03	\$1,616.67
Spouse*	\$3,224.03	\$1,616.67
Each Child*	\$3,224.03	\$1,616.67

*The above rates include administrative fee.

**All coverage periods begin and end at 12:01 A.M. local time, at the Policyholder's address.

Refund of Premium

Premiums received by Us are fully earned upon receipt. Refund of premium will be considered only:

- For any student who does not attend school during the first thirtyone (31) days of the period for which coverage is purchased. Such a student will not be covered under the Policy and a full refund of the premium will be made.
- For Insured Persons entering the Armed Forces of any country. Such persons will not be covered under the Policy as of the date of his/her entry into the service. A pro rata refund of premium will be made for such person upon written request received by Us within ninety (90) days of withdrawal from school.
- 3. No other refunds will be allowed.

Network Providers

The Vermont Law School Student Health Insurance Plan provides access to hospitals and health care providers throughout the country through the First Health Provider Network.

Network Providers are the Doctors, Hospitals, and other health care providers who are contracted to provide medical care at a negotiated fee, or Preferred Allowance. It is to the advantage of Insured Students to use Network Providers to help reduce out-of-pocket expenses, as any applicable coinsurance is based on the negotiated Preferred Allowance. Non-Network Providers have not agreed to a Preferred Allowance and consequently your out-of-pocket costs may be greater. Students should be aware that Network Hospitals may be staffed with Non-Network Providers. Receiving services or care from a Non-Network Provider at a Network Hospital does not guarantee that all charges will be paid at the Network Provider level of benefits. It is important that the Insured Person verify that his or her Doctors are Network Providers when calling for an appointment or at the time of service. The most efficient way to identify Network Providers in the First Health Network is to call First Health toll free at 1-800-226-5116 or visit their website at <u>www.myfirsthealth.com</u>.

Definitions

Accident means accidental bodily Injury sustained by the Insured Person and directly caused by an Accident which is not the result of disease or bodily infirmity.

Ambulance Service means transportation to a Hospital by an Ambulance Service.

Anesthetist means a Physician or nurse who administers anesthesia during a surgical procedure. He or she may or may not be an employee of the Hospital where the surgical procedure is performed.

Brand Name Drugs means drugs for which the drug manufacturer's trademark registration is still valid and where the trademarked or proprietary name of the drug still appears on the packaged label.

Coinsurance means the ratio by which We and the Insured Person share in the payment of Usual and Reasonable expenses for treatment. The Coinsurance percentage that We will pay is stated in the Schedule of Benefits.

Complications of Pregnancy means conditions that require Hospital confinements before the pregnancy ends and whose diagnoses are distinct from but caused or affected by pregnancy. These conditions are acute nephritis or nephrosis, cardiac decompensation, missed abortion, or similar conditions as severe as these.

Complications of Pregnancy also include non-elective cesarean section, termination of an ectopic pregnancy, and spontaneous termination when a live birth is not possible. (This does not include voluntary abortion.)

Complications of Pregnancy do not include false labor, occasional spotting or Physician prescribed rest during the period of pregnancy, morning Sickness, preeclampsia, and similar conditions not medically distinct from a difficult pregnancy.

Copayment means the amount of Usual and Reasonable expenses for treatment that We do not pay. The Insured Person is responsible for paying this portion of the expenses incurred. Any Copayment amounts are shown in the Schedule of Benefits.

Covered Injury means a bodily injury that is caused by the Accident directly and independently of all other causes. Coverage under the School's policies must be in force on the date the services and supplies are received for them to be considered as a Covered Medical Expense.

Covered Medical Expense means those charges for any treatment, service or supplies that are:

- 1. Not in excess of the Usual and Reasonable charges therefore;
- 2. Not in excess of the charges that would have been made in the absence of this insurance;
- 3. Not in excess of the PPO Allowance; and
- Incurred while the Policy is in force as to the Insured Person, except with respect to any expenses payable under the Extension of Benefits Provision.

Covered Sickness means Sickness, disease, or trauma related disorder due to Injury which:

- 1. causes a loss while the Policy is in force; and
- 2. which results in Covered Medical Expenses.

Covered Sickness includes Mental Health Disorders and Substance Use Disorders.

Deductible means the dollar amount of Covered Medical Expenses which must be paid by each Insured Person before benefits are payable under the Policy. The amount of the Deductible and the frequency (annual or per occurrence) will be shown in the Schedule of Benefits.

Dependent means:

- 1. An Insured Student's lawful spouse or lawful Domestic Partner or civil union partner;
- An Insured Student's dependent biological or adopted child or stepchild under age 26; and
- 3. An Insured Student's biological or adopted child or stepchild who has reached age 26 and who is:
 - a. primarily dependent upon the Insured Student for support and maintenance; and

b. incapable of self-sustaining employment by reason of mental or physical disability that has been found to be a disability that qualifies or would qualify the child for benefits using the definitions, standards, and methodology in 20 C.F.R. Part 404, Subpart P. Proof of the child's incapacity or dependency must be furnished to Us for an already enrolled child who reaches the age limitation, or when a Insured Student enrolls a new disabled child under the plan.

Elective Surgery or Elective Treatment means surgery or medical treatment that is:

- 1. not necessitated by a pathological or traumatic change in the function or structure of any part of the body; and
- 2. which occurs after the Insured Person's effective date of coverage.

Elective Surgery includes, but is not limited to, circumcision, breast reduction, submucous resection and/or other surgical correction for a deviated nasal septum, other than for necessary treatment of acute sinusitis to the extent coverage is not required by state or federal law. Elective surgery does not include Plastic or Cosmetic Surgery required to correct an abnormality caused by a Covered Injury or Covered Sickness.

Elective Treatment includes, but is not limited to, treatment for acne, warts and moles removed for cosmetic purposes, weight reduction, infertility (not including diagnosis of infertility), learning disabilities, fertility tests and premarital examinations, preventive medicines or vaccines except when required for the treatment of Covered Injury or Covered Sickness to the extent coverage is not required by state or federal law.

Eligible Student means a student who meets all enrollment requirements of the School named as the Policyholder in the Insurance Information Schedule.

Emergency Medical Condition means a medical condition which:

- 1. manifests itself by acute symptoms of sufficient severity (including severe pain); and
- causes a prudent layperson, who possesses an average knowledge of health and medicine, to reasonably expect that the absence of immediate medical attention might result in:
 - Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
 - b. Serious impairment to bodily functions; or
 - C. Serious dysfunction of any bodily organ or part.

Emergency Services means, with respect to an Emergency Medical Condition: transportation services, including but not limited to ambulance services, and inpatient and outpatient Hospital services furnished by a Hospital or Physician qualified to furnish those services that are needed to evaluate or Stabilize an Emergency Medical Condition.

Essential Health Benefits mean benefits that are defined as such by the Secretary of Labor and are to be provided in a manner that is equal to the scope of benefits provided under a typical employer plan. This applies to the following general categories and the items and services covered within the categories:

- 1. Ambulatory patient services;
- 2. Emergency services;
- 3. Hospitalization;
- 4. Maternity and newborn care;
- 5. Mental health and substance use disorder services, including behavioral health treatment;
- 6. Prescription drugs;
- 7. Rehabilitative and habilitative services and devices;
- 8. Laboratory services;
- 9. Preventive and wellness services and chronic disease management; and
- 10. Pediatric services, including oral and vision care.

Formulary means a list of medications designed to manage prescription costs without affecting the quality of care by identifying and encouraging use of the most clinically effective and cost-effective medications. The Formulary includes Generic, Brand, and Preferred Brand Drugs.

Generic Drugs means a drug that is identical or bioequivalent to a Brand Named drug in dosage form, safety, strength, route of administration, quality, performance characteristics, intended use and is not protected by a patent.

Habilitation/Habilitative Services means health care services that help the Insured Person keep, learn, or improve skills and functions for daily living. Habilitative Services may include such services as physical therapy, occupational therapy, and speech therapy.

Hospital means an institution that:

- 1. Operates as a Hospital pursuant to law;
- Operates primarily for the reception, care and treatment of sick or injured persons as inpatients;
- 3. Provides 24-hour nursing service by Registered Nurses on duty or call;
- 4. Has a staff of one or more Physicians available at all times; and
- Provides organized facilities for diagnosis, treatment and surgery either on its premises or in facilities available to it on a prearranged basis.

Hospital does not include the following:

- 1. Convalescent homes or convalescent, rest or nursing facilities;
- 2. Facilities primarily affording custodial, educational, or rehabilitory care: or
- 3. Facilities for the aged.

Hospital Confined or Hospital Confinement means a stay of eighteen (18) or more consecutive hours as a resident bed patient in a Hospital.

Immediate Family Member means the Insured Person and his or her spouse or the parent, child, brother or sister of the Insured Person or his or her spouse.

Insured Person means an Insured Student or dependent of an Insured Student while insured under the Policy.

Insured Student means a student of the Policyholder who is eligible and insured for coverage under the Policy.

Loss means medical expense caused by an Injury or Sickness which is covered by the Policy.

Medically Necessary means medical treatment that is appropriate and rendered in accordance with generally accepted standards of medical practice. The Insured Person's health care provider determines if the medical treatment provided is medically necessary.

Mental Health Disorder means a condition or disorder that substantially limits the life activities of the Insured Person with the disorder. Mental Health Disorders must be listed in the most recent version of either the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association or the International Classification of Disease Manual (ICD) published by the World Health Organization.

Network Providers are Physicians, Hospitals and other healthcare providers who have contracted with Us to provide specific medical care at negotiated prices.

Non-Network Providers have not agreed to any pre-arranged fee schedules.

Out-of-pocket Expense Limit means the amount of Usual and Reasonable expenses that an Insured Person is responsible for paying.

Physician means a:

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

who is licensed to practice as such by the governmental authority having jurisdiction over the licensing of such classification of doctor in the state where the service is rendered.

A Doctor of Psychology (Ph.D.) will also be considered a Physician when he or she is similarly licensed or licensed as a Health Care Provider. The services of a Doctor of Psychology must be prescribed by a Doctor of Medicine.

Physician will also means any licensed practitioner of the healing arts who We are required by law to recognize as a "Physician." This includes an acupuncturist, a naturopath, an athletic trainer, a certified nurse practitioner, a certified nurse-midwife, a Physician's assistant, social workers and psychiatric nurses to the same extent that their services would be covered if performed by a Physician.

The term Physician does not mean any person who is an Immediate Family Member.

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

Preferred Brand Drug means a formulary drug that is within a select subset of therapeutic classes, which make up the formulary drug list.

School or College means the college or university attended by the Insured Student.

Skilled Nursing Facility – a facility, licensed, and operated as set forth in applicable state law, which:

- 1. mainly provides inpatient care and treatment for persons who are recovering from an illness or injury;
- 2. provides care supervised by a Physician;
- provides 24 hour per day nursing care supervised by a full-time Registered Nurse;
- 4. is not a place primarily for the care of the aged, Custodial or Domiciliary Care, or treatment of alcohol or drug dependency; and
- 5. is not a rest, educational, or custodial facility or similar place.

Sound, Natural Teeth means natural teeth. The major portion of a tooth must be present, regardless of fillings, and not carious, abscessed or defective. Sound, Natural Teeth will not include capped teeth.

Stabilize means, with respect to an Emergency Medical Condition, to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility.

Student Health Center or Student Infirmary means an on campus facility that provides:

- 1. Medical care and treatment to Sick or Injury students; and
- 2. Nursing services.

A Student Health Center or Student Infirmary does not include:

- 1. Medical, diagnostic and treatment facilities with major surgical facilities on its premises or available on a pre-arranged basis; or
- 2. Inpatient care.

Substance Use Disorder means any condition or disorder that substantially limits the life activities of the Insured Person with the disorder. Substance Use Disorders must be listed in the most recent version of either the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association or the International Classification of Disease Manual (ICD) published by the World Health Organization.

Total Disability or Totally Disabled, as it applies to the Extension of Benefits provision, means:

 With respect to an Insured Person, who otherwise would be employed:

 a. His or her complete inability to perform all the substantial and material duties of his or her regular occupation;

b. With care and treatment by a Physician for the Covered Injury or Covered Sickness caused the inability.

With respect to an Insured Person who is not otherwise employed:
 a. His or her inability to engage in the normal activities of a person of like age and sex; with

b. Care and treatment by a Physician for the Covered Injury or Covered Sickness causing the inability; or

c. His or her Hospital confinement or home confinement at the direction of his or her Physician due to a Covered Injury or a Covered Sickness, except for visits to receive medical treatment.

Treatment means the medical care of a Covered Injury or Covered Sickness by a Physician who is operating within the scope of his or her license. Such care includes diagnostic, medical, surgical or therapeutic services, medical advice, consultation, recommendation, and/or the taking of drugs or medicines or the prescriptions thereof.

Usual and Reasonable means the normal charge, in the absence of insurance, of the provider for a service or supply, but not more than the prevailing charge in the area for a:

- 1. Like service by a provider with similar training or experience; or
- 2. Supply that is identical or substantially equivalent.

We, Us, or Our means National Guardian Life Insurance Company or its authorized agent.

Extension of Benefits

Coverage under the Policy ceases on the Termination Date shown in the Insurance Information Schedule. However, coverage for an Insured Person will be extended as follows:

- 1. If an Insured Person is Hospital confined for Covered Injury or Covered Sickness on the date his or her insurance terminates, we will continue to pay benefits for up to one year from the Termination Date while such confinement continues; or
- 2. If an Insured Person is Totally Disabled due to Covered Injury or Covered Sickness, the coverage for that condition will be extended for up to twelve months from the Termination Date.

Out-of-Pocket Maximum

The Out-of-Pocket Expense Limit is shown in the Schedule of Benefits. It provides a cap on the amount of Covered Medical Expenses an Insured Person has to pay. Expenses that are not eligible or amounts above any maximum Benefit do not apply toward the Out-of-Pocket Expense Limit. However, The Insured Person's Coinsurance amounts, Deductibles and Copayments will apply toward the Out-of-Pocket Expense Limit.

SCHEDULE OF BENEFITS				
	IN-NETWORK	NON-NETWORK		
Policy Year Maximum	Unlimited			
Preventive Services	100% of the PPO Allowance. The Deductible, Coinsurance, and any Copayment are not applicable.	70% of Usual and Reasonable		
Deductible	\$750 per Insured Person per Policy Year	\$1500 per Insured Person per Policy Year		
Coinsurance	80% of PPO Allowance	70% of Usual & Reasonable		
Out-of-Pocket Maximum Individual Family 	\$5,550, per Policy Year \$11,100, per Policy Year	\$7,150, per Policy Year \$14,300, per Policy Year		
Prescription Drug Out-of-Pocket Maximum	\$1,300 per Individual, per Policy Year	No Max		
Benefits Per Covered Injury/Sickness – Inpatient	IN-NETWORK	NON-NETWORK		
Hospital Room & Board Expenses	The PPO Allowance stated above	The Usual and Reasonable Charge stated above		
Hospital Intensive Care Unit Expense - in lieu of normal Hospital Room & Board Expenses	The PPO Allowance stated above	The Usual and Reasonable Charge stated above		
Hospital Miscellaneous Expenses for services & supplies, such as cost of operating room, lab tests, prescribed medicines, X-ray exams, therapeutic services, casts & temporary surgical appliances, oxygen, blood & plasma, misc. supplies	The PPO Allowance stated above	The Usual and Reasonable Charge stated above		
Preadmission Testing	The PPO Allowance stated above	The Usual and Reasonable Charge stated above		
Physician's Visits while Confined	The PPO Allowance stated above	The Usual and Reasonable Charge stated above		
Inpatient Surgery: • Surgeon Services • Anesthetist • Assistant Surgeon	The PPO Allowance stated above	The Usual and Reasonable Charge stated above		

The PPO Allowance stated above	The Usual and Reasonable Charge stated above
The PPO Allowance stated above	The Usual and Reasonable Charge stated above
IN-NETWORK	NON-NETWORK
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The PPO Allowance stated above	The Usual and Reasonable Charge stated above
The PPO Allowance stated above	The Usual and Reasonable Charge stated above
100% of PPO Allowance subject to: Copayment: \$30.00 Generic Copayment: \$60.00 Preferred Brand Copayment: \$80.00 Non- Preferred Brand Deductible Waived	No Benefit
The PPO Allowance stated above	The Usual and Reasonable Charge stated above
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Routine Newborn Care	Same as any other Covered Sickness		
Abortion Expense	The PPO Allowance stated above Copayment: \$15.00	The Usual and Reasonable Charge stated above Copayment: \$15.00	
Pediatric Dental Care Benefit - Preventive Dental Care limited to 2 dental exams every 12 months The benefit amount payable for the following services is different from the benefit amount payable for Preventive Dental Care:	See Benefit for limitations 100% of PPO Allowance for Preventive Services	See Benefit for limitations 70% of the Usual and Reasonable Charge for Preventive Services	
 Emergency Dental Routine Dental Endodontic Services Prosthodontic Services Medically Necessary Orthodontic Care 	50% Usual and Reasonable 50% Usual and Reasonable 50% Usual and Reasonable 50% Usual and Reasonable 50% Usual and Reasonable	50% Usual and Reasonable 50% Usual and Reasonable 50% Usual and Reasonable 50% Usual and Reasonable 50% Usual and Reasonable	
Pediatric Vision Care Benefit Limited to 1 visit and 1 pair of prescribed lenses and frames per Policy Year	100% of PPO Allowance for Preventive Services	The Usual and Reasonable Charge stated above Copayment: \$25.00 for exam; \$50.00 for lenses and frames	
Chiropractic Care Subject to a maximum number of visits of 12 per Policy Year, then prior approval after the 12 th visit	The PPO Allowance stated above Copayment: \$25.00	The Usual and Reasonable Charge stated above Copayment: \$25.00	
Transplant Services	The Coinsurance Amount Stated Above	The Usual and Reasonable Charge stated above	
Bariatric Surgery	The Coinsurance Amount Stated Above	The Usual and Reasonable Charge stated above	
Mental Health Disorder (Inpatient and Outpatient)	Same as any other Covered Sickness		
Substance Use Disorder (Inpatient and Outpatient)	Same as any other Covered Sickness		
Mandated Benefits	IN-NETWORK	NON-NETWORK	
Mammography Screening	Same as any other Preventive Service		
Dental Coverage for Anesthesia and Hospitalization	Same as any other Covered Sickness		
Diabetes Treatment	Same as any other Covered Sickness		
Prostate Screening	Same as any other Preventive Service		
Treatment of Inherited Metabolic Disease	Same as any other Covered Sickness		
Tobacco Cessation Medication	Same as any other Preventive Service		
Clinical Trials	Same as any other Covered Sickness, subject to the limitations in the benefit		
Craniofacial Disorders	Same as any other Covered Sickness		
Telemedicine	Same as any other Covered Sickness		
Early Childhood Development Disorders	Same as any other Covered Sickness		
Off-Label Prescription Drug	Same as any other Covered Sickness		
Outpatient Sterilizations	Same as any other Covered Sickness		

IMPORTANT NOTE ABOUT YOUR BENEFITS

Should state law and/or federal law require certain benefits to be included in the Master Policy that are not included in this brochure, such benefits shall be deemed to be included in this brochure to the extent necessary to satisfy the minimum requirements of such law. For more information about your benefits, please read the Summary of Benefits and Coverages available at <u>www.gallagherstudent.com/Vermontlaw</u> and the Glossary of Terms available at <u>www.cciio.cms.gov</u> or you may request a copy by calling 1-844-333-1459.

Outpatient Prescribed Medicine Expense

After a copayment of \$30 for generic or \$60 for a preferred brand name drug or \$80 for a non-preferred brand name drug, per prescription, the cost of eligible prescription drugs is payable in full. Birth Control is included with \$0 copay for contraceptives. Prescriptions must be filled at a Optum RX Participating Pharmacy. Insured Persons will be given an insurance ID card which includes prescription drug information and should be shown to the Pharmacy as proof of coverage. A directory of participating pharmacies is available by calling Optum RX at 1-800-248-1062.

After you receive your insurance ID card, no claims forms need to be completed. After you receive the card you may call the toll-free customer service number listed on your card for assistance with pharmacy locations (800-248-1062). This number is effective for enrolled members only. You can access Optum RX online at <u>www.optumrx.com</u>.

Exclusion and Limitation

Exclusion Disclaimer: Any exclusion in conflict with the Patient Protection and Affordable Care Act will be administered to comply with the requirements of the Act.

The Policy does not cover loss nor provide benefits for any of the following, except as otherwise provided by the benefits of the Policy and as shown in the Schedule of Benefits.

- International Students Only Eligibility expenses within the Insured Person's Home Country or country of origin that would be payable or medical treatment that is available under any governmental or nation health plan for which the Insured Person could be eligible.
- Medical services rendered by provider employed for or contracted with the School, including team physicians, except as specifically provided in the Schedule of Benefits.
- Dental treatment including orthodontic braces and orthodontic appliances, except as specified for accidental Injury to the Insured Person's Sound, Natural Teeth or as provided by the Pediatric Dental Care Benefit.
- Professional services rendered by an Immediate Family Member or any who lives with the Insured Person.
- Services or supplies not necessary for the medical care of the Insured Person's Injury or Sickness.
- Expenses for radial keratotomy and services or supplies in connection with eye examinations, eyeglasses or contact lenses or hearing aids, except those resulting from a covered accidental Injury or as provided by the Pediatric Vision Care Benefit.
- Weak, strained or flat feet, corns, calluses or ingrown toenails, unless Medically Necessary.
- Diagnostic or surgical procedures in connection with infertility unless such infertility is a result of a Covered Injury or Covered Sickness.
- Treatment or removal of nonmalignant moles warts, boils, acne, actinic or seborrheic keratosis, dermatofibrosis or nevus of any description or form. Hallus valgus repair, varicosity, or sleep disorders including the testing for same, unless Medically Necessary
- Expenses covered under any Workers' Compensation, occupational benefits plan, mandatory automobile no-fault plan, public assistance program or government plan, except Medicaid.
- Charges of an institution, health service or infirmary for whose services payment is not required in the absence of insurance or services provided by Student Health Fees.
- Any expenses in excess of Usual and Reasonable charges.

- Loss incurred as the result of riding as a passenger or otherwise (including skydiving) in a vehicle or device for
- Aerial navigation, except as a fare paying passenger in an aircraft operated by a scheduled airline maintaining regular published schedules on a regularly established route anywhere in the world.
- Loss resulting from war or any act of war, whether declared or not, or loss sustained while in the armed forces of any country or international authority, unless indicated otherwise on the Schedule of Benefits.
- Treatment, services, supplies or facilities in a Hospital owned or operated by the Veterans Administration or a national government or any of its agencies, except when a charge is made which the Insured Person is required to pay.
- Injury sustained as the result of the Insured Person's operation of a motor vehicle while not properly licensed to do so in the jurisdiction in which the motor vehicle accident takes place.
- Elective Surgery or Treatment unless such coverage is otherwise specifically covered under the policy.
- Charges incurred for acupuncture, heat treatment, diathermy, manipulation or massage, in any form, except to the extent provided in the Schedule of Benefits.
- Expenses for weight increase or reduction, except Medically Necessary bariatric surgery, and hair growth or removal, except when Medically Necessary, unless otherwise specifically covered under the policy.
- Organized racing or speed contests skin diving or sky diving, mountaineering (where ropes or guides are customarily used), ultra-light aircraft, parasailing, sail planing, hang gliding, bungee jumping, travel in or on ATV's (all terrain or similar type vehicles) or other hazardous sport or hobby.
- Expenses incurred for Plastic or Cosmetic Surgery, unless they result directly from a Covered Injury that necessitates medical treatment within 24 hours of the Accident or results from Reconstructive Surgery.
 - For the purposes of this provision, Reconstructive Surgery means surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors or disease to either improve function or to create a normal appearance, to the extent possible.
 - For the purposes of this provision, Plastic or Cosmetic Surgery means surgery that is performed to alter or reshape normal structures of the body in order to improve the patient's appearance. This exclusion does not include gender dysphoria surgery when Medically Necessary.
- Treatment to the teeth, including surgical extractions of teeth. Such a procedure must be considered Medically Necessary based on the Policy definition of same. This exclusion does not apply to the repair of Injuries caused by a Covered Injury to the limits shown in the Schedule of Benefits except as provided under the Pediatric Dental Care Benefit.
- An Insured Person's:
 - o committing or attempting to commit a felony,
 - o being engaged in an illegal occupation, or
 - participation in a riot.
- Congenital defects, except as provided for newborn or adopted children added after the Effective Date of coverage.
- Act of terrorism.
- Conditions due to accidental bodily injury occurring prior to the Insured Person's effective date of coverage.

Third Party Refund

When:

1. An Insured Person is injured through the negligent act or omission of another person (the "third party"); and

2. Benefits are paid under the Policy as a result of that Injury, We are entitled to a refund by the Insured Person of all Policy benefits paid as a result of the Injury.

The refund must be made to the extent that he Insured Person receives payment for the Injury from the third party or that third party's insurance carrier. We may file a lien against that third-party payment. Reasonable pro rata charges, such as legal fees and court costs, may be deducted from the refund made to Us. The Insured Person must complete and return the required forms to Us upon request.

Coordination of Benefits

The Coordination of Benefits ("COB") provision applies when a person has health care coverage under more than one Plan. Plan is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary plan. The Primary plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary plan is the Secondary plan. The Secondary plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable expense.

Claims Procedures

In the event of an Injury or Sickness the Insured Person should:

- 1. A claim form is not required to submit a claim. However, an itemized bill, HCFA 1500, or UB92 form should be used to submit expenses. If a referral was required, this form should accompany this submission. The Insured Student/Person's name and identification number need to be included.
- 2. Providers should submit claims within 30 days from the date of Injury or from the date of the first medical treatment for a Sickness, or as soon as reasonably possible. If a student is submitting the claim, a copy should be retained and claims should be mailed to the Claims Administrator, Commercial Travelers Life Insurance Company, at the address on the back cover.
- 3. Direct all questions regarding claim procedures, status of a submitted claim or payment of a claim, or benefit availability to the Claims Administrator, Commercial Travelers Life Insurance Company.
- 4. If you disagree with a claim payment decision, an Insured Person has the right to file an appeal. The process for filing an appeal can be found in the Appeals Procedure section of this brochure.

Any provisions of the Policy, which on its effective date, is in conflict with the statues of the state in which the Policy is issued will be administered to conform with the requirements of the state statutes.

Appeals Procedure

If an Insured Person wishes to appeal an Adverse Determination based on a claim decision, contact the Claims Administrator Commercial Travelers Appeal Department at 70 Genesee Street, Utica, NY 13502 either orally or in writing.

Gallagher Student Health Complements

Exclusively from Gallagher Student Health & Special Risk, enrolled students have access to the following menu of products at no additional cost. These plans are not underwritten by National Guardian Life Insurance Company. More information is available at

www.gallagherstudent.com/Vermontlaw under the "Discounts and

Wellness" link.

ON CALL INTERNATIONAL Global Assistance Program

EyeMed Vision Care

The discount vision plan is available through EyeMed Vision Care. EyeMed's provider network offers access to over 45,000 independent providers and retail stores nationwide, including Lens Crafters, Sears Optical, Target Optical, JC Penney Optical, and most Pearle Vision locations. You will receive a separate EyeMed ID card. There is no waiting period; you can take advantage of the savings immediately upon receipt of your EyeMed ID card. You can purchase prescription eyeglasses, conventional contact lenses or even nonprescription sunglasses at savings between 15% and 45% off regular retail pricing. In addition, you can receive discounts from 5% to 15% off laser correction surgery at some of the nation's most highly qualified laser correction You can call 1-866-8EYEMED surgeons. or go online to www.eyemedvisioncare.com and choose the Access network from the drop down network option.

Basix Dental Savings

Maintaining good health extends to taking care of your teeth, gums and mouth. The Basix Dental Savings Program provides a wide range of dental services. It is important to understand the Dental Savings Program is not dental insurance. Basix contracts with dentists that agree to charge a negotiated fee to students covered under your Gallagher Student Health plan. You must pay for the services received at the time of service to receive the negotiated rate.

Savings vary but can be as high as 50% depending upon the type of service received and the contracted dentist providing the service. To use the program, simply:

- Make an appointment with a contracted dentist. Contracted dentists and their fee schedules are listed on our website, www.basixstudent.com.
- Tell the dental office that you are an insured student and have the Basix program. Each dentist has an administrative person to assist you with any questions. You do not need a separate identification card for the Basix program, but you will need to show your student health insurance ID card to confirm your eligibility. If the office needs to check eligibility, call Gallagher Student Health & Special Risk at 1-844-333-1459.
- Remember, you must pay for the services you receive at the time of service, so make sure you understand what forms of payment (check, credit card, etc.) the dentist accepts.

Full details of the program can be viewed at the website: www.basixstudent.com. Once at the home page, select the link for your school. You may also contact us via email from our website, or by telephone at (888) 274-9961.

CampusFit

College health is all about helping students develop healthy habits for a Lifetime.

To support your efforts, CampusFit "digitizes" knowledge from registered dieticians and certified fitness instructors to help teach and reinforce mainstream ideas about diet, nutrition, fitness and general wellness.

- The Energy Management section of the site allows a student to easily assess how much energy they are consuming, and expending on a daily basis. It also displays the results in the context of the Food Pyramid so students can see how to improve their food choices.
- The Fitness Works section has dozens of downloadable mp3 files and written exercise routines to help students get more active. Want to run your first 5K? We've got a nine week, step-by-step plan to get you there.
- The Wellness Support section has downloadable mp3 files for guided imagery relaxation, and dozens of recordings to reinforce fundamental diet and nutrition ideas. - We've even got a 20 minute discussion on the "Freshman 15".

CampusFit is available at no cost to students. To access CampusFit, go to www.gallagherstudent.com/Vermontlaw.

The following services are not part of the Plan Underwritten by National Guardian Life Insurance Company. These value added services are provided

by On Call International

The Global Assistance Program (GAP) is supplemental to the Student Insurance Plan. The GAP provides access to a s 24-hour worldwide assistance network, On Call International, for emergency assistance anywhere in the world. Simply call the assistance center at 1-855-226-7915 (toll free) or collect at 1-603-952-2045. The multilingual staff will answer you call and immediately provide reliable, professional and thorough assistance.

The Global Assistance Program is effective when you are outside your home country, or over 100 miles from home within the United States or when you are traveling.

The following emergency services are included*:

Emergency medical Evacuation and Repatriation if you suffer an accident, injury or sickness resulting in a serious medical condition which in the opinion of the On Call physician requires transportation to be treated adequately, On Call will arrange and pay for air and/or surface transportation, medical care during transportation, communication and all usual and customary ancillary charges incurred in moving and transporting you to the nearest hospital where appropriate medical care is available.

After being treated at a medical facility, On Call will arrange and pau for the transport of the Participant with a qualified medical attendant to the Country of Domicile or Country of Residence for further medical treatment or recovery should it be deemed medically necessary by the On Call physician.

Return of Remains In the event of death, On Call shall make the arrangements and pay for casket or air tray, preparation and transportation of his/her remains to his/her place of residence or to the place of burial.

Return of Dependent Children If your Dependent(s) are present but left unattended as a result of your hospitalization or Medical Evacuation, On Call shall make and pay for travel arrangements to return them home, including a non-medical escort as needed. This service has a limit of \$5,000.

Visit by Family/Friend If the Participant has or will be hospitalized for more than five (5) days while traveling, On Call shall make and pay for travel arrangements and suitable hotel accommodations for a person of your choice to join them. This service includes flights and up to \$200 a day for hotel for a maximum of seven (7) days, up to a combined service limit of \$5,000.

*On call International must pay and arrange for all services include above, reimbursement for self-paid expenses will not be considered; it is not insurance but is added as a service in your Students Health Insurance Policy.

Additional Medical and Travel Assistance

If there are third party costs associated with the following services, On Call will notify you and you will be responsible for the costs:

- Pre-Trip Information
- Referral to the nearest, most appropriate medical facility, and/or provider
- Medical monitoring by board certified emergency physicians in the United States
- Guarantee of Payment to provider and assistance in coordinating insurance benefits
- **Prescription Replacement Assistance** or Dispatch of Medicine if not available locally
- Emergency Message Forwarding to family, personal physician, school etc
- Emergency Travel Arrangements for disrupted travel
- Legal Consultation and Referral
- Lost Luggage Assistance
- Lost/Stolen Travel Documents Assistance
- 24 Hour Nurse Helpline

Students may utilize the Nurse Advice Line anytime they need confidential medical advice. A registered Nurse counselor will provide a clinical

assessment to assist in identifying the appropriate level and source(s) of care for members (based on symptoms reported and/or health care questions asked by or on behalf of Students). Nurses shall not diagnose Member's aliments.

Contact On Call International to access any of the GAP services described above.

Toll Free from U.S. and Canada: 1-855-226-7915 Collect Worldwide: 1-603-952-2045 mail@oncallinternational.com

This is only an outline of services and terms, conditions and exclusions apply.

Questions? Need More Information?

For general information on benefits, enrollment/eligibility questions, ID cards or service issues, please contact:

Gallagher Student Health & Special Risk 500 Victory Road Quincy, MA 02171 1-844-333-1459

Website: www.gallagherstudent.com/Vermontlaw

If you need medical attention before the ID card is received, benefits will be payable according to the Policy. You do not need an ID card to be eligible to receive benefits. Call Gallagher Student Health & Special Risk to verify eligibility. For information on a specific claim, or to check the status of a claim, please contact:

Commercial Travelers Life Insurance Company

College Claims Department 70 Genesee Street Utica, NY 13502 1-800-756-3702 Email: <u>claims@commercialtravelers.com</u> Electronic Claims Payer ID #: 88091 To review claims online, go to <u>www.commercialtravelers.com</u>

This Plan is Underwritten by:

National Guardian Life Insurance Company

Policy Number: 2018K1A40

Please keep this brochure as a general summary of the insurance. The Master Policy on file at the College contains all of the provisions, limitations, exclusions and qualifications of your insurance benefits some of which may not be included in this Brochure. If any discrepancy exists between this Brochure and the Policy, the Master Policy will govern and control the payment of benefits.

Privacy Practices

For a copy of the Company's Privacy Notice, go to www.commercialtravelers.com/privacy.html;

Or www.gallagherstudent.com/Vermontlaw

Or Request one from:

Commercial Travelers Life Insurance Company

c/o Privacy officer 70 Genesee Street Utica, NY 13502 (Please indicate the school you attend with you written request.) Representation of this plan must be approved by the company.

This is not the Policy. Rather it is a brief description of the benefits and other provisions of the policy. The Policy is governed by the laws and regulations of the state in which it is issued. Any provisions of the Policy, as described in this brochure, that may be in conflict with the laws of the state where the school is located will be administered to conform with the requirements of the state's laws, including those relating to mandated benefit.