

GENERAL EXCLUSIONS AND LIMITATIONS

We won't pay benefits for:

1. Treatment, services or supplies which are not Medically Necessary; are not prescribed by a Doctor as necessary to treat a Sickness or Injury; are determined to be Experimental/Investigational in nature by Us; are received without charge or legal obligation to pay; would not routinely be paid in the absence of insurance; are received from any Family Member.
2. Expenses incurred as a result of loss due to war, or any action of war, declared or undeclared; service in the armed forces of any country.
3. Injury or Sickness arising out of or in the course of employment or which is compensable under any Workers' Compensation or Occupational Disease Act or Law.
4. Loss due to voluntarily using any drug, narcotic or controlled substance, unless as prescribed by a Doctor.
5. Injury due to, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or any drugs or medicines that are not taken in the dosage or for the purpose prescribed by the Covered Person's Doctor.
6. Riding as a passenger or otherwise in any vehicle or device for aerial navigation, except as a fare-paying passenger in an aircraft operated by a commercial scheduled airline. This exclusion does not apply to insured students while taking flight instructions for University credit.
7. Expenses incurred as a result of committing or attempting to commit an assault or felony; participating in a riot or civil commotion; engaging in an illegal occupation; or fighting, except in self-defense.
8. Cosmetic surgery or complications therefrom, other than reconstructive surgery required to correct an Injury.
9. Expenses incurred as a result of dental treatment, except as specifically stated.
10. Surgery and/or treatment for acne; acupuncture; allergy, including allergy testing; biofeedback-type services; breast implants or breast reduction unless Medically Necessary; circumcision; corns, calluses and bunions; deviated nasal septum, including submucous resection and/or other surgical correction thereof unless due to Injury occurring while coverage is in force; family planning; fertility tests; hair growth or removal; impotence, organic or otherwise; learning disabilities; nonmalignant warts, moles and lesions unless Medically Necessary; obesity and any condition resulting therefrom (including hernia of any kind, diabetes or heart disease); premarital examinations; sexual reassignment surgery; skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia; sleep

disorders, including testing thereof; smoking cessation; tubal ligation; vasectomy; and weight reduction.

11. Temporomandibular Joint Dysfunction (TMJ).
12. Expenses for preventative medicines, serums or vaccines, except where required for the treatment of Injury.
13. Eye examinations, contact lenses, eyeglasses, replacement of eyeglasses or prescription, therefore, or radial keratotomy or laser surgery; hearing aids or prescriptions or examinations, except as required for repair caused by Injury.
14. Treatment in any Veteran's Administration or federal Hospital, except if there is a legal obligation to pay.
15. Injury resulting from the practicing for, participating in, or the traveling as a team member to and from any intercollegiate or professional sport, or while participating in any conditioning program for such sport-related contest or competition.
16. Services that are provided normally without charge by Policyholder's student health center, infirmary or hospital, or employees of the Policyholder.
17. Suicide or attempted suicide while sane or insane (including drug overdose); or intentionally self-inflicted Injury.
18. Congenital conditions, except as specifically provided for newborn or adopted infants.

PRE-EXISTING CONDITIONS LIMITATION

No benefits will be payable for the Insured's Pre-existing Conditions. They are defined as an Injury sustained or a Sickness for which the Insured was medically diagnosed, treated (including medication), or advised by a Physician within the six months immediately prior to his or her Effective Date of Coverage under the Policy.

Covered Medical Expenses resulting from a Pre-existing Condition will not be covered unless:

- (1) Six consecutive months have elapsed during which no medical treatment or advice is given by a Physician for such condition; or
- (2) The Insured has been insured under this Policy and the school's prior policies for more than twelve continuous months; or
- (3) The Insured has been receiving benefits under the school's prior policies and has been continuously insured since the date of accident, Injury or Sickness, whichever occurs first.

CLAIM PROCEDURE

In the event of a non-emergency Injury or Sickness, students should:

1. Report to the Student Health Service for treatment or referral, or when not in school, to their Physician or Hospital.
2. Secure a Claim Form from the Plan Administrator or from the Student Health Service. No claim will be processed without a completed claim form. Claim forms can also be obtained online at: www.1stagency.com/claimforms.htm.
3. Follow the instructions on the back of the Claim Form. The claim form must be completed on both sides, including the "Statement of Other Insurance".
4. File claim within 30 days of Injury or first treatment for a sickness. Bills must be received by the Plan Administrator within 90 days of service or as soon as reasonably possible to be considered for payment.
5. Upon receipt of properly documented Claim Forms, the Plan Administrator will determine the amount of any benefits payable or will notify you of any additional information needed. Benefit payments will be sent directly to your health care provider(s) unless you have specified otherwise in writing.
6. You will be sent an Explanation of Benefits (EOB).

For claim inquiries, please contact the plan administrator at: (800) 243-6298. Customer Service Representatives are available 7:30 am to 4:30 pm (EST) Monday through Friday.

Direct all claims and/or customer service inquiries to:

FIRST AGENCY, INC.



5071 West H Avenue
Kalamazoo, MI 49009-6298
(800) 243-6298
Website: www.1stagency.com

This is a non-renewable one year term policy. It is the insured's responsibility to maintain continuity of coverage. No renewal notices will be sent to the Insured. No premium refunds are permitted except when the student enters full-time active military service in which case a pro-rata refund will be made upon written request.

LOCAL BROKER

Corey Dickmeyer
The Harry A. Koch Co.
11949 Q Street P.O. Box 45279
Omaha, NE 68145-0279
(402) 861-7000

Please keep this brochure as your record of coverage

*Representations of this plan
Must be approved by the Company*

Note: The time you were covered under this plan may count as creditable coverage under State and Federal Law if you leave this plan and go to an employer's plan within 63 days thereafter. You are eligible to receive a certification from the Company regarding the periods you were covered. Please contact the Plan Administrator at the address above when you need such certification.

Please keep this brochure as your record of coverage. This brochure is a brief description of the Student Health Insurance Plan. The exact provisions governing the insurance are contained in the Policy issued to the School. The Policy shall control in the event of any conflict between the Policy and this brochure. Any provision of the Policy or the brochure which is in conflict with the statutes of the state in which the Policy is issued will be administered to conform with the requirements of such state statute.

COLLEGE OF SAINT MARY Student Medical Benefit Plan - I.D. Card		
This is to certify that as of August 1, 2009, insurance coverage is provided in accordance with all terms and provisions of Policy No. 264-125-002-N issued to the above named college for the student named below.		
Name _____		Student I.D. No. _____
Street Address _____		
Town _____	State _____	Zip Code _____
This coverage expires August 1, 2010		
UNDERWRITTEN BY: Guarantee Trust Life Glenview, Illinois		ADMINISTERED BY: First Agency, Inc. 5071 West H Avenue Kalamazoo, MI 49009-8501 (800) 243-6298
Claim forms and plan benefits available on website: www.1stagency.com		

Student Health Insurance 2009-2010



This plan is underwritten by:
Guarantee Trust Life Insurance Company
Glenview, Illinois

Please visit us on the web at:
www.1stagency.com

Policy No. 264-125-002-N

**Student Health Insurance Enrollment Form
College of Saint Mary – 2009-2010**

(Please Print)

Name of Student

Home Address

I wish to enroll myself and/or my eligible dependent (spouse and/or unmarried children under the age of 19) in the Student Health Insurance program. Annual Premiums from August 1, 2009 to August 1, 2010 are as follows.

*Student \$ 375.00 (Plan II Only)
Spouse \$ 1,028.00 (Plan I & II)
Each Child \$ 1,028.00 (Plan I & II)

Amount Enclosed: _____
*Student is automatically enrolled in Plan I

LIST COVERED DEPENDENTS BELOW

Spouse:

Child(ren):

PLEASE SIGN AND DATE BELOW

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits application or files claim containing a false or deceptive statement is guilty of insurance fraud.

Student's Signature:

Date Signed:

Return this form together with payment of premium due to the Business Office of the school. Make checks payable to: **The Harry A. Koch Co.**

This completed card is necessary for our records and must be returned to the Express Center, Walsh Hall, Room 176 by the end of the open enrollment deadline date.

The 2009-2010 Student Health Insurance Plan consists of two Plans. Plan I covers accidents only and pays benefits for medical expenses and accidental death and dismemberment. All full-time students are insured automatically under Plan I, for a nine month term. All full-time students may apply for Basic and Major Medical Accident and Sickness benefits under Plan II. Eligible Dependents may also be covered under Plans I and II.

Plan II provides expanded coverage for both accident and sickness. It also includes a Major Medical supplement. Participation is optional, but we believe that you will find the Plan attractive due to the low rate offered.

ELIGIBILITY

All full-time students enrolled in the Plan will be insured for the period for which premium has been paid, including interim vacations. Coverage begins on the first day of the period of insurance applied for (or on the date of enrollment in the Plan, whichever is later). Coverage terminates at the earliest of: the date the Policy terminates; the last day of the term of coverage for which premium has been paid; or the date an insured Person enters full-time military service. The Company will refund the unearned pro-rata premium to such person entering military service. No other refunds are allowed.

Plan I and II: Eligible dependents shall be the student's spouse and all dependent children under the age of 19 years and who reside with the Insured Student. Dependents can only enroll in this Plan at the time the student enrolls in the Plan. Newborn children are covered for Injury or Sickness from birth until 31 days old. Coverage may be continued for that child when we are notified in writing within 31 days from the date of birth and required premium is paid.

Enrollment in Plan II is only allowed during the open enrollment period which is 8/26/09 to 9/26/09
Exceptions will be made for the following:

1. Enrolling as a new or transfer student within 31 days of enrollment at the school.
2. Adding a new spouse or Dependent child (within 31 days of marriage, birth or adoption)
3. Within 31 days of ineligibility under another plan of Creditable Coverage and accepted and exhausted COBRA continuation of coverage if offered.

The Company maintains the right to investigate student status and attendance records to verify that Policy eligibility requirements have been met. If the Company discovers that the Policy eligibility requirements have not been met, the Company's only obligation is a refund of premium. Eligibility requirements must be met each time a premium is paid to continue coverage.

The Plan covers expenses incurred from covered Injury and/or Sickness as provided by the Master Policy. Following are essential provisions of these Plans. The Master Policy is held by the University. Treatment of Injury must begin within 30 days of Injury. Benefits for all Plans are payable in excess to other valid or collectible insurance or Plans.

**PLAN I - ACCIDENT ONLY
ACCIDENT EXPENSE BENEFITS**

Payment will be made up to **\$1,000.00** per Injury during the nine month term of coverage for the Reasonable and Customary Charges of necessary hospital confinement, medical or surgical treatment, X-Ray services, surgical dressing, surgical apparatus, medications, ambulance, plaster casts, use of wheelchair or crutches, as the result of accident. Payment for hospital room and board is not to exceed per day, the normal 2-bed room rate. Payment for Injury to sound natural teeth shall not exceed \$200.00.

**PLAN I BENEFITS ARE EXCESS TO OTHER VALID
AND COLLECTIBLE INSURANCE OR PLAN**

**ACCIDENTAL DEATH AND
DISMEMBERMENT INDEMNITY**

For loss of life or two members (hands, feet, or eyes)
within 180 days from the date of Injury \$1,000.00
For loss of any one member \$500.00

Loss means complete severance through or above the wrist or ankle joint; and total irrecoverable loss of eyesight, speech and hearing.

**PLAN II - ACCIDENT & SICKNESS BASIC BENEFITS
Plan II is available for \$375.00 PLAN II BENEFITS ARE IN EXCESS
TO OTHER VALID AND COLLECTIBLE INSURANCE OR PLAN**

Accident Benefits – Medical expense benefits under Plan I are increased to a \$5,000.00 maximum per Injury and coverage is extended to the start of the 2010 school year. Maximum dental benefit for Injury to sound natural teeth is increased to \$500.00.

Sickness Benefits – Payment will be made for the Reasonable and Customary charges actually incurred during the Policy year for Sickness as shown in Covered Expenses below, not to exceed \$5,000.00.

COVERED EXPENSES

A. INPATIENT HOSPITAL EXPENSE – 1) For room and board, up to \$200.00 per day, not to exceed 30 days; 2) For Miscellaneous Hospital charges, up to \$1,500.00 per period of Sickness.

B. OUTPATIENT EXPENSE – Not including medications and the dispensing of drugs, up to \$150.00.

C. SURGICAL EXPENSE – Pays for surgical operations and procedures, up to the 80th percentile of prevailing charges in the area. Multiple procedures performed within the same operative field are limited to 15% of the amount payable for primary procedure.

D. NON-SURGICAL EXPENSE – Services of a medical practitioner while: 1) Confined in a hospital up to \$20.00 per visit beginning with

the first visit, limited to one visit per day, subject to a maximum of \$350.00. 2) Not confined in a hospital beginning with the first visit up to \$25.00 per visit, limited to one visit per day not to exceed a maximum of \$350.00. No payment will be made for medical treatment received on the day of any surgical operation or during convalescence therefrom if the surgical benefit is payable.

E. ANESTHETIST EXPENSE – Pays 20% of surgical allowance not to exceed a maximum of \$300.00.

F. ASSISTANT SURGEON EXPENSE – Pays 20% of surgical allowance not to exceed a maximum of \$300.00.

G. CONSULTANT EXPENSE – When requested and approved by attending Doctor, pays up to \$50.00.

H. DIAGNOSTIC X-RAY AND LABORATORY EXPENSE – Covered under Outpatient Benefit.

I. AMBULANCE EXPENSE – Pays up to \$100.00.

J. NURSING EXPENSE – Pays for the necessary services of a registered nurse (R.N.). This benefit is payable only when the Covered Person has room and board benefits paid under the Policy and the nursing services are ordered by the attending Doctor.

MAJOR MEDICAL BENEFITS

If the Covered Person received treatment by a Doctor due to a covered Injury or Sickness, after \$5,000.00 of covered expense has been incurred and is payable by other insurance, including Plan I and Plan II, the Company will pay for 80% of covered medical expenses incurred after that \$5,000.00 amount, not to exceed the covered percentage or the maximum benefit shown below. The expense must be incurred during the terms of coverage before Major Medical benefits are payable.

Covered Charges paid under the Basic Medical Expense Benefit of this Policy shall not be paid under the Major Medical Expense Benefit of this Policy.

Eligible expenses means the Reasonable and Customary Charges for the following medical services and supplies: 1) Treatment by a Doctor or Surgeon; 2) Hospital care and treatment in semi-private accommodations; 3) Drugs, medicines and medical supplies prescribed by attending Doctor; 4) Ambulance services to and from a hospital; and 5) Services of a registered nurse (R.N.).

Covered Percentage: **80%**
Maximum Benefit: **\$10,000.00**

No payment under this Plan will be made for any expense incurred more than fifty-two (52) weeks from the date of the first covered treatment for Sickness or from the date of the covered Injury. The maximum benefit payable under Plan II should not exceed \$10,000.00.

MANDATES

Nebraska mandates coverage for the following benefits: Mammograms, diabetes equipment, supplies, medication, and outpatient self-management training and patient management; treatment of alcoholism on an inpatient and outpatient basis. Please see the Policy on file with the Policyholder for complete details. All Nebraska mandates are paid the same as any other Sickness unless specifically stated otherwise.

DEFINITIONS

Injury: Bodily injury due to an Accident which results solely, directly and independently of disease, bodily infirmity or any other cause. All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single injury.

Sickness: Illness, disease, and Complications of Pregnancy. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same sickness.

Reasonable and Customary Charges, Fees, or Expenses: An amount equal to the lesser of:

- the actual amount charged by the provider;
- the negotiated rate, if any; or
- the reasonable charge as determined by the Payment System software as shown in the schedule.

Doctor: A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and is not a family member.