# STUDENT ACCIDENT INSURANCE PLAN

2015-2016

Designed Especially for Students Attending



Please keep this Summary of Coverage for your reference

For questions about this plan please use the following contact information:

# **Coverage, Eligibility and Premium:**

The Allen J Flood Companies Inc. 2 Madison Ave. Larchmont, NY 10538 1-800-734-9326 www.ajfusa.com

# **Claim Status and all other Claim Inquiries**

NAHGA Claim Services PO Box 189 Bridgton, ME 04009 800-952-4320 Fax: 207-647-4569

Email: <a href="mailto:claims@nahga.com">claims@nahga.com</a>
Mandatory Accident – **AHH009163** 

#### STUDENT ACCIDENT INSURANCE PLAN

This brochure is a brief description of the Student Accident Insurance Plan for all full-time students of Ulster County Community College. The exact provisions governing this insurance are contained in the Master Policy issued to Ulster County Community College. The Master Policy shall control in the event of any conflict between this brochure and the Policy. This Plan is underwritten by QBE Insurance Corporation and administered by The Allen J. Flood Companies, Inc. The policy number is **AHH009163.** 

#### POLICY TERM

The insurance under Ulster County Community College's Student Accident Insurance Plan for the Annual Policy is effective 12:01 a.m. on July 1, 2015. An eligible Student's coverage becomes effective on that date. The Policy terminates at 12:01 a.m. on June 30, 2016.

#### **ELIGIBILITY**

All students enrolled in school.

#### CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverage.

#### 24-Hour Coverage

School Coverage

Personal Deviations covered

No

Covered School Travel Limits

Travel arranged or provided by the Policyholder

No time limit

Any other covered travel immediately before or after

a School Supervised or Sponsored Activity

Limited to one hour each way

#### **DEFINITIONS**

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

**Aircraft** means a vehicle which has a valid certificate of airworthiness and is being flown by a pilot with a valid license to operate the Aircraft.

**Appropriate Treatment** means care, services or supplies, provided by or at the direction of a Physician that are appropriate, according to accepted standards of medical practice, for the Covered Person's injury and are provided during the course of treatment of an injury sustained in a Covered Accident. Appropriate Treatment must be provided no less frequently than monthly, unless the Covered Person's Physician specifies in writing to Us that such treatment of injuries sustained in a Covered Accident can be provided at less frequent intervals.

**Benefit Percentage** means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Covered Activity means any recurring activity that is shown in the Schedule of Benefits and:

- 1. takes place under one of the Conditions of Coverage specified in the Schedule of Benefits; and
- 2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.

Company or We, Us, Our, means QBE Insurance Corporation (QBEIC), domiciled in Pennsylvania.

**Covered Accident** means a sudden, unforeseeable event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Person is insured under this Policy;
- 2. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 3. is not otherwise excluded under the terms of this Policy.

**Covered Expenses** means the lesser of the Usual and Customary Charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of this Policy. Covered Expenses must be Incurred by a Covered Person for Appropriate Treatment for injuries sustained in a Covered Accident.

**Covered Person** means an Eligible Person, as defined in the *Schedule of Benefits*, whom for required premium has been paid when due and for whom coverage under this Policy remains in force.

**Deductible** means the amount of Covered Expenses that each Covered Person must Incur before benefits are paid under this Policy. The Covered Person may use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this Policy only if so indicated in the *Schedule of Benefits*.

**He, Him or His** means an individual, male or female.

**Health Care Plan** means any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for health care, dental care, disability benefits or repatriation of remains. A Health Care Plan includes group, blanket, franchise, family or individual:

- 1. insurance policies;
- 2. subscriber contracts;
- 3. uninsured agreements or arrangements;
- 4. coverage provided through Health Maintenance Organizations, Preferred Provider Organizations and other prepayment, group practice an individual practice plans;
- 5. medical benefits provided under automobile "fault" and no-fault" type contracts;
- 6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
  - a. a state-sponsored Medicaid plan; or
  - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
- 7. other valid and collectible medical or health care benefits or services.

**HMO** or Health Maintenance Organization means any person, natural or corporate, or any groups of such persons who enter into an arrangement, agreement or plan or any combination of arrangements or plans which propose to provide or offer, or which do provide or offer, a comprehensive health services plan.

**Home Health Care** means the care and treatment of a Covered Person who is under the care of a Physician but only if hospitalization or confinement in a nursing facility as defined in subchapter XVIII of the Federal Social Security Act, 42 U.S.C. §§ 1395 et seq., would have otherwise been required if home health care was not provided, and the plan covering the home health service is established and approved in writing by such Physician.

Hospital means an institution that meets all of the following:

- 1. it is licensed as a Hospital pursuant to applicable law;
- 2 it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- 3 it is managed under the supervision of a staff of medical doctors;
- 4 it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 5 it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis:
- 6 it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent, custodial, or educational or nursing care;
- 2. the aged, drug addicts or alcoholics; or
- 3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

**Hospital Stay** means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident.

**Incurred or Incurs** means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

**In-Patient** means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Nurse means a licensed registered nurse (R. N.) or a licensed practical nurse (L. P. N.) who is not:

- 1. the Covered Person;
- 2. a parent, sibling, spouse or child of the Covered Person or the Covered Person's spouse; or
- 3. a person employed or retained by the Policyholder.

Out-Patient means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

**Personal Deviation** means any activity which:

- 1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
- 2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits*.

**Physician** means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder; or
- 2. a parent, sibling, spouse or child of the Covered Person.

**PPO** or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

Quadriplegia means total Paralysis of both upper and both lower limbs.

**Severance** means the complete and permanent separation and dismemberment of the part from the body.

**Usual and Customary Charge** means the normal charge, in the absence of insurance, made by the provider of any Appropriate Treatment, but not more than the prevailing charge in the area:

- 1. for a like service by a provider with similar training or experience; or
- 2. for a supply that is identical or substantially equivalent.

# PREFERRED PROVIDER NETWORK

This policy includes the voluntary utilization of MagnaCare Nationwide Preferred Provider Network. Utilizing the MagnaCare Nationwide Preferred Provider Network may decrease Your out of pocket costs under this Accident and Sickness Insurance Plan.

This Provider Networks consist of hospitals, physicians and other health care providers, which are organized into a network for the purpose of delivering quality health care at a preferred fee. You are not required to utilize MagnaCare Provider.

# **DESCRIPTION OF BENEFITS (Applicable to Class I and Class II)**

# ACCIDENTAL DEATH & DISMEMBERMENT EXPENSE BENEFIT

Principal Sum \$5,000

Loss must occur within 365 days of the Covered Accident

**Schedule of Covered Losses** 

Covered Loss Benefit

Loss of Life 100% of the Principal Sum Loss of Two or More Hands or Feet 100% of the Principal Sum Loss of Sight of Both Eyes 100% of the Principal Sum

Loss of One Hand or Foot and

Sight in One Eye 100% of the Principal Sum Loss of Speech and Hearing 100% of the Principal Sum

Loss of One Hand or Foot 50% of the Principal Sum Loss of Sight in One Eye 50% of the Principal Sum

Loss of Thumb and Index Finger

of the Same Hand 25% of the Principal Sum

Aggregate Limit of Indemnity \$500,000

Applies to: All Conditions of Coverage

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons insured under this Accidental Death and Dismemberment Benefit as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. If this amount does not allow all Covered Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

# ACCIDENTAL MEDICAL EXPENSE SCHEDULE OF BENEFITS

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person – per Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

# **Scope of Coverage Applicable to Accident Medical Benefits**

Full Excess Medical Expense Other Health Plan Reduction 0%

**Medical Expense Benefits** 

Total Maximum for all

Accident Medical Expense Benefits \$5,000

First Covered Expenses must be Incurred within 180 days after a Covered Accident Benefit Period

52 weeks from the date of the Covered Accident

Deductible (applies to each Covered Accident)

### **Covered Expense**

#### **Benefit Amount, Percentage, Other Limits**

**In-Patient Hospital Services** 

Daily ICU or CCU Benefit 100%, up to two times the average semi-private room rate

Daily In-Hospital Benefit 100% of the average semi-private room rate

Miscellaneous Services 100%

**Ambulatory Medical Center** 100%

**Emergency Room Treatment** 100%

**Physician Services** 

Surgery Benefit 100% Assistant Surgeon 100% Physician's Surgical Facilities 100% Second Opinion or Consultation 100% Physician's Assistant 100% Anesthesia Benefit 100% Inpatient Visits 100% Office Visits 100%

Outpatient X-Ray, CT Scan,

MRI and Laboratory Tests 100%

Outpatient Physiotherapy 100%

Outpatient Nursing Services 100%

Ambulance Services 100%

Medical Equipment Rental 100%

Medical Services and Supplies 100%

Covered Services include:

(a) initial artificial limbs, eyes and larynx, including fitting; and

(b) replacement or repair of damaged eyeglasses, contact lenses or hearing aids.

**Dental Services** 100%

Prescription Drug Benefit 100%

**Home Health Care Benefit** 100% up to \$30,000 commencing from the date of the Covered

Accident, not to exceed the Total Lifetime Maximum for all Accident

Medical Expense Benefits.

Minimum Number of Home Health Care Visits per calendar year or

continuous 12-month period 40.

#### **EXCLUSIONS**

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

- 1) suicide, attempted suicide or intentionally self-inflicted Injury;
- 2) participation in a felony;
- 3) participation in a riot or insurrection;
- 4) war or act of war, whether declared or undeclared;
- 5) air travel, except
  - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route;
  - b. as a fare-paying passenger on a charter flight operated by a scheduled airline; or
  - c. as a passenger for transportation only and not as a pilot or crew member;
- 6) treatment of a Covered Accident first manifesting itself while the Covered Person is outside the United States, its possessions or the countries of Canada and Mexico;
- 7) services or treatment rendered by a Physician, Nurse or any other person who is:
  - a. employed or retained by the Policyholder; or
  - b. a parent, sibling, spouse or child of the Covered Person.
- 8) Rest care or rehabilitative care and treatment, custodial care and transportation.
- 9) Cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications there from. This exclusion does not apply to:
  - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
  - b. reconstruction incidental to or following surgery resulting from a Covered Accident.
- 10) Any elective or routine treatment, surgery, health treatment or examinations that are not related to the treatment of a Covered Accident.
- 11) Routine eye examinations or the fitting of eyeglasses or contact lenses.
- 12) Hearing examinations or the fitting of hearing aids.
- 13) Dental examinations or dental care unless resulting from a Covered Accident.
- 14) Treatment of injury resulting from a condition that a Covered Person knew existed on the date of a Covered Accident, unless we have received a written medical release from his Physician.

#### **COORDINATION OF BENEFITS**

Covered Expenses and any applicable Deductibles are shown in the Schedule of Benefits.

# **Other Health Care Plan Benefits**

When another Health Care Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

#### **Primary Medical Expense**

We will pay Covered Expenses without regard to any Health Care Plan the Covered Person may have, after any applicable Deductible has been satisfied.

#### **Primary Excess Medical Expense**

We will pay Covered Expenses, up to the Primary Excess Benefit shown in the *Schedule of Benefits* after the Covered Person satisfies any applicable Deductible, without regard to any other Health Care Plan he may have. We then pay Covered Expenses only when they are in excess of amounts payable by any other Health Care Plan, whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* if:

- 1. the Covered Person has coverage under another Health Care Plan;
- 2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
- 3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for:

- (a) emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement; and
- (b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a Covered Accident.

# **Full Excess Medical Expense**

We will pay Covered Expenses:

- 1. after the Covered Person has satisfied any applicable Deductible; and
- 2. only when they are in excess of amounts payable by any Other Health Care Plan whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* if:

- 1. the Covered Person has coverage under another Health Care Plan;
- 2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
- 3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for:

- (a) emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement; and
- (b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a Covered Accident.

# **Privacy Notice**

At QBE, we value the trust of our customers and are committed to protecting the privacy of customer information. That is why we only collect and disclose information needed to provide our customers with quality products and services. We welcome this chance to describe the steps we take to protect our customer information. Our goal is to ensure that you and individuals covered under your policy fully understand our policies and practices regarding the collection, use and protection of this information.

This privacy notice applies to all policyholders and their insureds who have a relationship with one or more of the following QBE insurance companies:

- QBE Insurance Corporation
- QBE Specialty Insurance Company
- Praetorian Insurance Company
- Praetorian Specialty Insurance Company
- Redland Insurance Company
- North Pointe Insurance Company
- North Pointe Casualty Insurance Company
- Midfield Insurance Company
- Capital City Insurance Company

You will receive a copy of our privacy notice at the beginning of our business relationship and annually thereafter. The privacy policies described in this notice apply to our current and former customers. As our products and services continue to evolve, it may be necessary to review and revise our privacy policies, in which case we will provide an updated privacy notice.

Information We Collect. In order to provide high quality products, benefits and services, we must collect and often share information about you and individuals covered under your policy that is not publicly available. We do this to better service your policy and process claims in a timely manner. We collect the following types of information about you and individuals covered under your policy:

• Information about the identity of you and individuals covered under your policy, including the names, addresses and social security numbers of such individuals;

- Information we receive from you on applications or other insurance forms, such as the claims history or medical history of individuals covered under your policy; and
- Information about your transactions and experiences with us, such as the products you purchased from us, your payment history, account balance, and amounts you paid for insurance.

Should we need to verify or obtain additional information about you or individuals covered under your policy, we may contact outside sources, such as agents, brokers, administrators, insurance support organizations, consumer reporting agencies, medical providers and government reporting agencies. Information collected from these outside sources may include claims history, employment information and medical reports. Information obtained from outside sources may be retained by these outside sources and disclosed to other persons, in accordance with applicable laws.

*How Your Information is Used.* In many cases, we need to share some or all of the information listed above to help us deliver the best possible services to you and individuals covered under your policy. These disclosures are often necessary to fulfill transactions you have requested and to service the insurance policies that you have applied for and/or purchased.

Service Providers. We may provide information about you and individuals covered under your policy to trusted service providers inside or outside of QBE to provide operational and other support services. For example, we may share information with your insurance agent or broker, claims adjusters and administrators, claims investigators, and outside companies that perform administrative services on our behalf.

Other Permitted Disclosures. We may share information about you and individuals covered under your policy to comply with legal and regulatory requirements and for other limited purposes that are required or permitted by law. For example, we may share information about you and individuals covered under your policy to:

- Service and maintain your policy;
- Process a transaction that you request;
- Protect against fraud or criminal activity;
- Report account activity to credit bureaus;
- Comply with local, state or federal laws; and
- Provide information requested by reinsurers, state insurance regulators and self regulatory organizations, insurance support agencies and law enforcement agencies.

Under no circumstance do we sell or share customer information to or with any party outside of QBE for purposes of independently selling their products or services to you.

Access to and Correction of Your Information. Individuals covered under your policy may write to us if they have any questions about the information that we may have in our records about them or the identity of those persons to whom their information was disclosed during the two years prior to their request. If they wish, they may review this information in person or receive a copy at a reasonable charge. Individuals covered under your policy can notify us in writing if they believe any information should be corrected, amended, or deleted, and we will review their request. We will either make the requested change or explain why we did not do so. If we do not make the requested change, they may submit a short written statement identifying the disputed information, which will be included in all future disclosures of their information. All questions or requests should be directed to QBE's Privacy Officer at the address provided below.

Confidentiality and Security of Information. QBE dedicates significant resources to protect the security of our customer information. We restrict access to customer information to those individuals who need to know that information to provide products or services to you or individuals covered under your policy. We also maintain physical, electronic, and procedural safeguards to protect customer information and guard against its unauthorized use.

Whom to Contact Regarding Privacy Matters. If you have any privacy questions, you may contact QBE's Privacy Officer by email at roberta.anderson@qbeamericas.com or by mail at QBE the Americas, Attn: Privacy Officer, 88 Pine Street, 10<sup>th</sup> Floor, New York, New York 10005.

#### CLAIM PROCEDURES

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

- 1. If at Ulster County Community College, report immediately to the Health Center so that proper treatment can be prescribed or approved and obtain a Claim Form;
- 2. If away from Ulster County Community College or if the Office of Student Life is closed, consult a Doctor and follow his/her advice.
- 3. Notify the Claim Administrator, NAHGA Claim Services within 30 days after the date of the Injury or commencement of the Sickness, or as soon thereafter as is reasonably possible.
- 4. The completed and signed Claim Form should be mailed within 90 days from the date of Injury or from the date of the first medical treatment for a Sickness, or as soon as reasonably possible. Retain a copy for your records and mail a copy to NAHGA Claim Services, at the address on top of the claim form.
- 5. Itemized medical bills must be attached to the Claim Form at the time of submission. Claims cannot be processed from "Balance Due" statements. Subsequent medical bills should be mailed promptly to the NAHGA Claim Services. No additional Claim Forms are needed as long as the Covered Person's/Student's name and identification number are included on the bill.
- 6. Direct all questions regarding benefits available under this Plan, claim procedures, status of a submitted claim or payment of a claim to NAHGA Claim Services.

NAHGA Claim Services PO Box 189 Bridgton, ME 04009 800-952-4320 Fax: 207-647-4569

Email: claims@nahga.com

# REMEMBER THAT EACH INJURY OR SICKNESS IS A SEPARATE CONDITION AND REQUIRES A SEPARATE CLAIM FORM.

#### REIMBURSEMENT & SUBROGATION

If We pay covered expenses for an accident or injury You incur as a result of any act or omission of a third party, and You later obtain recovery from the third party, You are obligated to reimburse Us for the expenses paid. We may also take subrogation action directly against the third party. Our Reimbursement rights are limited by the amount You recover. Our Reimbursement and Subrogation rights are subject to deduction for the pro-rata share of Your costs, disbursements and reasonable attorney fees. You must cooperate with and assist Us in exercising Our rights under this provision and do nothing to prejudice Our rights.

#### APPEAL PROCEDURE

#### **Internal Appeal**

If Your claim is denied You will be notified of the reason with a description of any additional information necessary to appeal the denial.

If You or Your provider would like additional information or have a complaint concerning the denial, please contact NAGHA at 1-800-952-4320. HealthSmart will address concerns and attempt to resolve the complaint. If NAGHA is unable to resolve the complaint over the phone, You may file a written internal appeal by writing to NAGHA. Please include Your name, student identification number, home address, policy number and any other information or documentation to support the appeal.

The appeal must be submitted within 60 days of the event that resulted in the complaint. NAGHA will acknowledge Your appeal within 10 working days of receipt or within 72 hours if the appeal involves a life-threatening situation. A decision will be sent to You within 30 days. If there are extraordinary circumstances involved, the Plan Administrator may take up to an additional 60 days before rendering a decision.

# **External Appeal**

Under New York State Law, You have the right to an External Appeal ONLY when a claim is denied because services are not Medically Necessary or the services are Experimental or Investigational AND You or Your provider must have received a Final Adverse Determination on Your internal appeal OR You and the Plan must have agreed to waive the internal appeal process. A "Final Adverse Determination" means written notification

that an otherwise covered health care service has been denied through the internal appeal process.

If a service was denied as Experimental or Investigational, You must have a life-threatening or disabling condition or disease to be eligible for an external appeal AND Your attending physician must submit an Attending Physician Attestation form. An external appeal may only be requested if the denied service is a covered benefit under the plan. Instructions, forms and the fee required for an External Appeal may be found at <a href="http://www.ins.state.ny.us/extappqa.htm">http://www.ins.state.ny.us/extappqa.htm</a>.

You must file an External Appeal within 45 days of receipt of a notice of Final Adverse Determination or within 45 days of receiving notice that the internal appeal procedure has been waived. An expedited external appeal will be decided within 3 days of receiving a request from the state. A standard external appeal will be decided within 30 days of receiving the request from the state.

You must file an External Appeal within 45 days of receipt of a notice of Final Adverse Determination or within 45 days of receiving notice that the internal appeal procedure has been waived. An expedited external appeal will be decided within 3 days of receiving a request from the state. A standard external appeal will be decided within 30 days of receiving the request from the state.

Conformity with State Statutes means any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is written is hereby amended to conform to the minimum requirement of such statutes.

The Plan is Underwritten By:

QBE Insurance Corporation
Policy Numbers AHH009163