

2009-2010 - STUDENT ACCIDENT PLAN

*For Students of: School of Pharmacy, School of Medicine, School of Podiatry and Dental
School at*
TEMPLE UNIVERSITY
Philadelphia, PA

CUH201717

The following is a brief description of the Temple University Accident Plan for the 2009-2010 year. The exact provisions governing the insurance are contained in the Master Policy issued to Temple University. The Master Policy shall control in the event of any conflict between this brief description and the Policy. This Plan is underwritten by Combined Insurance Company of America and administered by The Allen J. Flood Companies, Inc.

POLICY TERM

The accident insurance under the Temple University Student Accident Plan for the Annual Policy is effective 12:01 AM on August 1, 2009. An Insured Student's coverage becomes effective on that date, or the date the application and full premium are received by the Company or Plan Administrator, whichever is later. The Annual Policy terminates at 12:01 AM on August 1, 2010, or at the end of the period through which premiums are paid.

ELIGIBILITY

All School of Pharmacy, School of Medicine, School of Podiatry and Dental School students, domestic and international, of Temple University are automatically covered for Accident Medical Expense Benefits described herein. Coverage is in effect while participating in activities required of them by the College on and off campus.

PREMIUM REFUND POLICY

Insured Students entering the Armed Forces of any country will not be covered under this Plan as of the date of such entry. Those students withdrawing from the school to enter military service will be entitled to a pro-rata refund of premium upon written request. Premium received by the Company is fully earned upon receipt. **No other requests for a refund of premium will be considered.**

DEFINITIONS

Accident as used herein means a specific unforeseen event, which happens while the Insured Person is covered under the Plan and which directly, and from no other cause results in an Injury.

Covered Charge or Expense as used herein means those charges for any treatment, services or supplies that are: (a) not in excess of the Reasonable and Customary Expenses; (b) not in excess of the charges that would have been made in the absence of this insurance; and (c) incurred while this Plan is in force as to the Insured Person.

Doctor as used herein means: (a) a legally qualified physician licensed by the state in which he or she practices; or (b) a practitioner of the healing arts performing services within the scope of his or her license as specified by the laws of the state or residence of such practitioner; or (c) a certified nurse midwife while acting within the scope of that certification.

Injury means bodily injury caused by an accident, which is the sole cause of the Loss. All injuries due to the same or related cause are considered one Injury.

Insured Person means an Insured Student while insured under this Plan.

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

Loss means medical expense covered by this Plan as a result of Injury as defined in this Plan.

Medical Emergency means the unexpected onset of an Injury which requires immediate or urgent medical attention which, if not provided, could result in a Loss of life or serious permanent damage to a limb or organ or pain sufficient to warrant immediate care. A Medical Emergency does not include elective or routine care.

Medically Necessary means that a service, Drug or supply is needed for the diagnosis or treatment of an Injury in accordance with generally accepted standards of medical practice in the United States at the time the service, Drug or supply is provided. A service, Drug or supply shall be considered "needed" if it: a) is ordered by a licensed Doctor; and b) is commonly and customarily recognized through the medical profession as appropriate for the particular Injury or Sickness for which it was ordered.

Per Condition Aggregate Maximum means the total amount of benefits payable for each Injury or Sickness under the Student Health Insurance Policy or Policies issued to the Policyholder immediately before this Plan.

Reasonable and Customary Expense means fees and prices generally charged within the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature.

We, Us or Our means Combined Insurance Company of America.

You, Your or Yours means the Insured Student.

PREFERRED PROVIDER NETWORK

Utilizing the Beech Street Nationwide Preferred Provider Network will decrease your out of pocket costs under this Accident Insurance Plan. The Beech Street Network consists 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 a Beech Street Provider. In order to use the services of a participating provider you must present your Combined Insurance Company of America Medical Identification Card. An Insured Person may contact Beech Street at 1-800-432-1776, toll free number available Monday through Friday, 8:00 AM to 8:00 PM to receive information on participants in their area, or visit their web site at www.beechstreet.com.

ACCIDENT MEDICAL EXPENSE BENEFITS

If as a result of an Injury, an Insured Person incurs covered medical Expenses, We will pay 100% of the Covered Charges incurred within 104 weeks from the date of the accident up to a Per Condition Aggregate Maximum of \$20,000 per Injury. The following Expenses will be paid: (a) hospital room and board; (b) miscellaneous hospital; (c) inpatient and outpatient surgery; (d) inpatient and outpatient anesthetist; (e) inpatient and outpatient assistant; (f) inpatient and outpatient Doctor visits; (g) hospital outpatient department; (h) emergency room; (i) diagnostic x-ray and laboratory tests; (j) outpatient prescription drug; (k) pre-hospital medical emergency services; (l) home health care; (m) pre-admission test; and (n) other expenses incurred for the treatment of an Injury. The first eligible Expense must be incurred within 30 days from the date of the accident.

ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

When, because of Injury, the Insured Person suffers any of the following losses within 365 days from the date of the accident, We will pay as follows:

For Loss of:	
Life	\$10,000
Two hands or two feet or sight of two eyes	\$10,000
One hand and one foot	\$10,000
One hand and sight of one eye	\$10,000
One foot and sight of one eye	\$10,000
One hand or one foot or sight of one eye	\$ 5,000

Loss of hands and feet means the loss at or above the wrist or ankle joints. Loss of eyes means total irrecoverable loss of the entire sight. Only one of the amounts named above will be paid for Injuries resulting from any one accident. The amount so paid shall be the largest amount that applies.

This provision does not cover the Loss if it in any way results from or is caused or contributed by: (1) physical or mental illness; medical or surgical treatment except treatment that results directly from a surgical operation made necessary solely by an Injury covered by this Plan; (2) an infection, unless it is caused solely and independently by a covered accident; (3) participation in a felony, or (4) the Insured Person being intoxicated or under the influence of any drug unless taken as prescribed by a Doctor.

EXCLUSIONS

This Plan does not cover nor provide benefits for:

1. Expenses incurred for the treatment of any Sickness;
2. Injury for which benefits are paid under any Workers' Compensation or Occupational Disease Law;
3. Expenses incurred as a result of dental treatment, except for treatment resulting from Injury to sound natural teeth;
4. Injury resulting from declared or undeclared war; or any act thereof;
5. An amount of a charge in excess of the Reasonable and Customary Expense;
6. Services not Medically Necessary;
7. Any treatment, service or supply in excess of the maximum benefit specified in this Plan.
8. Care, treatment or supplies furnished by a program or agency funded by any government;
9. Services normally provided without charge by the Policyholder's student health service center, infirmary, or Hospital, or by Health Care Providers employed by the Policyholder.
10. Charges for treatment of any Injury due to an Insured Person's commission of, or attempt to commit a felony, or a crime which would be a felony if prosecuted;
11. Injury due to participation in a riot;
12. Charges for which Insured Persons have no legal obligation to pay in absence of this or like coverage;

13. Expenses covered by other valid and collectible medical, health or accident insurance;
14. Expenses for any service or supply not specified in this Policy as a covered service;
15. Oral contraceptives and other forms of contraception;
16. Expenses for emergency room treatment for an Injury not a Medical Emergency as defined in this Policy, including emergency "follow-up" visits;
17. Accident occurring in consequence of 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 scheduled airline maintaining regular published schedules on a regularly established route;
18. For International Students, expenses incurred within the Insured Person's Home Country or Country of regular domicile;
19. Suicide, attempted suicide, or intentionally self-inflicted Injury;
20. Injuries incurred by the Insured Person while intoxicated or under the influence of any drug unless taken as prescribed by a Doctor;
21. Expenses incurred for replacement braces and appliances, except for repair or replacement that is required by a changed condition due to Injury;
22. Prosthetic Appliances, Orthotic Devices, and Durable Medical Equipment, except as specifically provided;
23. Outpatient prescription drugs, except as specifically provided.

EXCESS PROVISION

No benefit under this Policy is payable for any Expense incurred for Injury which is paid or payable by: (1) other valid and collectible medical, health or Accident insurance; or (2) under an automobile insurance policy.

Covered Medical Expenses exclude amounts not covered by the primary carrier due to penalties imposed on the Insured Person for failing to comply with policy provisions or requirements.

COORDINATION OF BENEFITS

Pennsylvania Law permits Coordination of Benefits when an Insured Person is covered under more than one valid and collectible health insurance plan. A complete description of the Coordination of Benefits provision is included in the Master Policy on file with Temple University.

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.

HIPAA's PRIVACY RULE

Under HIPAA's Privacy Rule we are required to provide you with notice of our legal duties and privacy practices with respect to personal health information. You may view this notice on the internet at www.temple.edu. If at anytime, you wish to request a copy of Combined Life Insurance Company of New York's Privacy Notice, write to 550 Broadway, Chicago, IL 60640 **Attn: HIPAA Privacy Office**, call 1-800-951-6206, select HIPAA or online at <http://www.combinedinsurance.com/customer-center/hipaa-insurance.html>.

CLAIM PROCEDURES

In the event of an Injury the Insured Person should:

1. Notify the Claims Administrator within 30 days after the date of the Injury.
2. Obtain a claim form from the University. Complete the claim form in full, sign it, and have the Attending Physician Statement completed by the Doctor.
3. The completed claim form should be mailed within 90 days from the date of Injury, or as soon as reasonably possible. Retain a copy for your records and mail a copy to the Claims Administrator: Klais & Company, Inc., 1867 West Market Street, Akron, OH 44313
4. 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 Claims Administrator at the address below. No additional claim forms are needed as long as the Insured Person's/Student's name and identification number are included on the bill.
5. Direct all questions regarding benefits available under this Plan, claim procedures, status of a submitted claim or payment of a claim to the Claims Administrator, Klais & Company, Inc.

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

The Plan is Underwritten By:
Combined Insurance Company of America
Policy Number: CUH201717

Plan Administrator
The Allen J. Flood Companies, Inc.
Two Madison Avenue
Larchmont, NY 10538
(914) 834-9326
(800) 734-9326

Claims Administrator:
Klais & Company, Inc.
1867 West Market Street
Akron, OH 44313
Toll Free: 1-800-331-1096
<https://klais.com>

For a List of Beech Street Providers
1-800-432-1776
visit the website: www.beechstreet.com