

Blanket Accident and Sickness Plan

Designed for the Students of:

**CHOWAN
UNIVERSITY**

Murfreesboro, NC 27855

2023/2024

Policy #: CC008205

Keep this brochure as a summary of the Insurance. No individual policies will be sent. If any discrepancies exist between the brochure and the Policy, the Policy on file with the University governs the payment.

DRAFT COPY – PENDING APPROVAL

Chowan University is making available a limited Blanket Accident and Sickness Policy for its students. Please take a few minutes to review the following information.

All full-time day-program students attending Chowan University are automatically enrolled in the Accident and Sickness plan. **To be exempt from this coverage and fee, you are required to show proof of other medical insurance by submitting an online waiver by 8/25/23 if enrolling in the Fall Term; or by 1/12/24 if enrolling in the Spring Term.**

Following is the web-link for submitting your waiver online: <https://www.1stagency.com/chowanuniversitywaiver?Id=73>

The opportunity to waive coverage is limited ONLY to students who have other health insurance. If the waiver is not received by those dates, the fee will remain on your bill. The cost for students entering the Fall Term is \$440, for the Spring Term \$280.

If your personal insurance is an HMO. We urge you to consider enrolling in the school-sponsored plan. Many HMO's will only pay for treatment outside their network area when it is an emergency and will not pay for treatment from doctors out of their area without prior permission, sometimes not even then. This Policy protects insured students on and off campus, at home or while traveling.

This Policy is primary to any other insurance the student may carry. For additional details, please visit: www.chowan.edu/insurance.

ELIGIBILITY

All full-time day-program students enrolled for a minimum of 12 credit hours are included in this insurance plan and the premium for coverage is added to your bill unless proof of comparable coverage is furnished by the deadline. Part-time day-program students enrolled for a minimum of 6 credit hours may purchase this insurance plan. Please contact the business office for payment details.

REFUND PROVISION

The Company retains 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 refund of premium. Eligibility requirements must be met each time a premium is paid to continue coverage.

TERM OF COVERAGE

The Coverage term for the 2023/2024 school year becomes effective on 8/1/23 (for Spring Term enrollees 1/1/24) at 12:01 a.m. and terminates on 6/1/2024 at 12:01 a.m.

Insurance for a Covered Person will end on the earliest of:

- (1) the date He is no longer an Eligible Person;
- (2) full time active duty in any Armed Forces. (Send Us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training unless it extends beyond 31 days;
- (3) the end of the period for which the last premium contribution is paid; or
- (4) the date the Policy is terminated.

Termination will not affect a claim for a covered loss due to an Accident or Sickness, which occurred while coverage was in effect.

Coverage remains in effect during holiday and vacation periods. Should an Insured Person graduate or withdraw from the university, the insurance shall remain in effect until the end of the period for which premium has been paid.

WAIVER DEADLINE

If You have proof of comparable insurance and wish to waive coverage, the deadline to waive out of this plan is 8/25/23. For students beginning their studies in the spring, the deadline is 1/12/2024. Following is the web-link for submitting your waiver: <https://www.1stagency.com/chowanuniversitywaiver?Id=73>

The opportunity to waive coverage is limited ONLY to students who have other health insurance.

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in the Policy. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unforeseeable event, definite as to time and place, which:

- (1) causes Injury to one or more Covered Persons; and
- (2) occurs while coverage is in effect for the Covered Person.

"Benefit Percentage" means the percentage of Usual and Customary charges that are payable by Us after the Deductible, if any.

"Benefit Period" means the period of time, as stated on the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid. Benefit Period also means the period of time, as stated on the Schedule of Benefits, between the date of the occurrence of Sickness for which benefits are payable and the date after which no further benefits will be paid.

"Covered Person" means a person eligible for insurance hereunder according to the eligibility and/or affiliation rules of the Policyholder, as set out in the Policy, for whom application has been accepted and proper premium payment has been made, and who is therefore insured under the Policy.

"Deductible" means the amount of Eligible Expenses which must be paid by the Covered Person before benefits are payable under the Policy. It applies separately to each Covered Person. The Deductible is stated on the Schedule of Benefits.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license, including a chiropractor.

"Eligible Expenses" means the Usual and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of Injury or Sickness. Eligible Expenses must be incurred within the Benefit Period of the Policy.

"Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, including, but not limited to, severe pain, or by acute symptoms developing from a chronic medical condition that would cause a prudent layperson, possessing an average knowledge of health and medicine, to reasonably expect the absence of immediate medical attention to result in any of the following:

- (1) 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;
- (2) serious impairment to bodily functions; or
- (3) serious dysfunction of any bodily organ or part.

"Emergency Services" means health care items and services furnished or required to screen for or treat an Emergency Medical Condition until the condition is stabilized, including pre-Hospital care and ancillary services routinely available to the emergency department.

DEFINITIONS (Continued)

"Hospital" means an institution which:

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

Hospital does not include:

- (1) a clinic or facility for:
 - (a) convalescent, custodial, educational or nursing care;
 - (b) the aged, drug addicts or alcoholics;
 - (c) rehabilitation; or
- (2) a military or Veterans Hospital or a hospital contracted for or operated by a national government or its agency unless:
 - (a) the services are rendered on an emergency basis; and
 - (b) a legal liability exists for the charges made to the individual for the services given in the absence of insurance.

With respect to outpatient surgery or diagnostic testing, an ambulatory surgical center or a clinic will be considered as a Hospital. Such facility must be properly accredited and, where required by law, hold a license allowing the facility to operate as such.

"Hospital" also includes a duly licensed State tax-supported institution functioning as a specialty facility for treatment of a particular type of illness. Facilities for the performance of surgery are not required.

"Hospital Stay" means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Injury" means bodily harm, which results, directly and independently of all other causes, from an Accident. All injuries sustained in one Accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

"Intoxicated" means a blood alcohol level which equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred.

"Loss Period" means the period of time, as stated on the Schedule of Benefits, between the date of occurrence and the date within which the first Eligible Expense must be incurred.

"Medically Necessary" or Medical Necessity" means the services or supplies provided by a Hospital, Doctor, or other covered provider that are required to identify or treat a covered loss and which, as determined by Us, are:

- (1) consistent with the diagnosis and treatment of the covered loss;
- (2) appropriate with the standards of good medical practice;
- (3) not solely for the convenience of a Covered Person;
- (4) the most appropriate supply or level of service which can be safely provided; and
- (5) not considered experimental or investigative.

"Nurse" means a professional, licensed, graduate registered nurse (R.N.), a professional, licensed practical nurse (L.P.N.) or a Certified Registered Nurse Anesthetist (C.R.N.A.).

"Orthopedic Appliances" means braces and appliances including durable medical equipment that:

- (1) is primarily and customarily used to serve a medical purpose, can withstand repeated use; and
- (2) generally is not useful to the person in the absence of a medical condition.

"Sickness" means illness or disease which begins and for which Eligible Expense is incurred while coverage is in force under the Policy for the Covered Person. All related conditions and recurring symptoms of sickness will be considered one sickness.

"Usual and Customary" means the fee(s) for medical services or supplies which is (are):

- (1) the usual fee(s) charged by the provider for the service or supply given;
- (2) the average fee charged for the service or supply in the locality in which the service or supply is received; and
- (3) reasonable in relationship to the service or supply given and the severity of the condition.

ADDITIONAL BENEFITS

Additional benefits may be required by the State of North Carolina for this Plan. For additional information regarding benefits please refer to the Master Policy issued to Chowan University.

Rates

	Premium	Admin. Fee	Total
Fall Term Enrollment..... (8/1/203 to 6/1/24)	\$424	\$16	\$440
Spring Term Enrollment.... (1/1/24 to 6/1/24)	\$267	\$13	\$280

NOTE: THIS PLAN DOES NOT FULFILL FEDERAL REQUIREMENTS OF THE AFFORDABLE CARE ACT.

ACCIDENT BENEFIT

(All amounts are on a per Injury basis, unless otherwise stated)
Treatment of Injury must begin within 90 days of covered Accident.

Maximum Benefit Amount, per Injury	\$20,000
Deductible, per Injury	\$0
Insured Percentage	100% of U&C*
Benefit Period	52 weeks
Prescription Drug Expense, up to a Maximum of	\$500 per Covered Injury

Covered Services:

Treatment by a Doctor; Hospital confinement; services of licensed practical nurse or R.N.; x-ray service; use of an operating room, anesthesia, including the administration thereof; laboratory service; use of an ambulance; use of an ambulatory surgical center or ambulatory medical center; if ordered by a Doctor; prescription medications, drugs or any other therapeutic service or supplies; or home health care expense.

*U&C = Usual & Customary

SICKNESS BENEFIT

(All amounts are on a per Sickness basis, unless otherwise stated)

Maximum Benefit Amount, per Sickness**	\$3,000
Deductible, per Sickness	\$0
Covered Charges:	
- Outpatient Miscellaneous Hospital Expense, such as, but not limited to laboratory tests, X-rays and MRIs	U&C*
- Outpatient Doctor's Fees, including surgeon's fees and anesthesiologist	U&C*
- Outpatient Hospital Emergency Care, including use of ER room and supplies and Imaging procedures and laboratory tests performed while patient is an emergency room patient	U&C*
- Prescription Drug Expense, up to a Maximum of	\$500 per Covered Sickness

*U&C = Usual & Customary

**Sickness means illness or disease. Routine or preventative services are not covered under this benefit

ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT BENEFIT

If a Covered Person suffers a Loss listed below, within one year from an Accident, We will pay the Benefit Amount opposite such Loss. If the Covered Person sustains more than one such Loss as the result of one Accident, We will pay only one amount, the largest to which He is entitled. The Principal Sum is shown on the Schedule of Benefits.

LOSS	BENEFIT AMOUNT
Loss of Life	\$10,000
Loss of Both Hands	\$10,000
Loss of Both Feet	\$10,000
Loss of Entire Sight of Both Eyes	\$10,000
Loss of One Hand and One Foot	\$10,000
Loss of One Hand and Entire Sight of One Eye	\$10,000
Loss of One Foot and Entire Sight of One Eye	\$10,000
Loss of One Arm or One Leg	\$5,000
Loss of Entire Sight of One Eye	\$5,000
Loss of One Hand or One Foot	\$5,000
Loss of Thumb and Index Finger of same Hand	\$2,500

"Loss of a Hand" means complete Severance at or above the wrist. "Loss of Foot" means complete Severance above the ankle.

"Loss of Sight" means the total, permanent loss of sight of the eye or eyes. The Loss of Sight must be irrecoverable by natural, surgical or artificial means. "Loss of a Thumb and Index Finger of the same Hand" means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand from the same Accident).

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

CONFORMITY WITH STATE LAW

Any provision of the Policy, which, on the Policy Effective Date, is in conflict with the laws of the state of North Carolina, is hereby amended to conform to the minimum requirements of such law.

EXCLUSIONS

Benefits will not be paid for a loss due to:

- (1) intentionally self-inflicted Injury, suicide while sane or insane or any attempt thereat (in Missouri this applies only while sane);
- (2) voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of the Covered Person's Doctor;

- (3) committing or attempting to commit a felony;
- (4) participation in a riot or insurrection;
- (5) an act of declared or undeclared war (not including terrorism);
- (6) active duty service in any Armed Forces of any country and, in such event, the pro-rata unearned premium will be returned upon proof of service. This does not include Reserve or National Guard active duty or training unless it extends beyond 31 days;
- (7) practice or play in any sports activity, including travel to and from the activity and practice, unless specifically provided for in the Policy;
- (8) parachuting, except for self-preservation;

- (9) bungee jumping, flight in an ultralight aircraft, hang-gliding;
- (10) services or treatment rendered by a Doctor, Nurse or any other person who is:
 - (a) employed or retained by the Policyholder; or
 - (b) is the Covered Person, His spouse, parent, child or sibling;
- (11) flight in an aircraft, except as a fare-paying passenger;
- (12) dental treatment or dental X-rays, except as otherwise provided, and only when Injury occurs to sound natural teeth;
- (13) charges for services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act;
- (14) treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
- (15) cosmetic surgery, except for reconstructive surgery due to a covered Injury;
- (16) charges which the Covered Person would not have to pay if He did not have insurance; (Does not apply to any period of confinement in a state tax-supported institution.)
- (17) eyeglasses, contact lenses, hearing aids; and
- (18) charges which are in excess of Usual and Customary charges.

CLAIM PROCEDURE

All claims for benefits under the policy must be submitted to Us no more than 90 days from the date of service or date of death.

Information to identify the student must be provided and should include: patient name, address, student ID number or social security number, and name of the school. A claim form is required. A company claim form can be obtained from the School, Servicing Agent (www.1stAgency.com), or the claims administrator below. A student may also complete the online claim form from the website.

Bills submitted later than one year after the 90-day period expires will not be considered for payment except in the case of no legal capacity. Send claims or inquiries to:

**HealthSmart Benefit Solutions, Inc.
PO Box 94468
Lubbock, TX 79493**

Customer Service for claims is available for claims between 8:00 AM to 5:00 PM Eastern time, Monday – Friday.

Student may check on the status of a claim already filed by calling 800-681-6912

IMPORTANT NOTICE ABOUT THIS PLAN: The coverage provided under this plan is short-term limited duration coverage that is not subject to the Patient Protection and Affordable Care Act ("PPACA"). The Master Policy is non-renewable. It is the Insured's responsibility to maintain continuity of coverage. No renewal notices will be sent to the Insured.

This is a general summary of Student Accident and Sickness Insurance coverage. Keep this Brochure, as no individual policy will be issued. This summary is not a contract; however, the Master Policy is on file at the school or available by contacting First Agency.

Note: The Master Policy contains the contract provisions and shall prevail in the event of any conflict between this Brochure and the Master Policy.

PRIVACY NOTICE

Crum & Forster SPC and First Agency are committed to maintaining the privacy of the Insured person's personal health information and complying with all state and federal privacy laws. A copy of the Privacy Notice may be obtained by contacting First Agency at (800) 243-6298 or visiting its website.

COMPLAINTS AND CLAIMS APPEALS

In the event that you remain dissatisfied and wish to make a complaint you can do so to the Complaints team at (269) 381-6630.

**First Agency
5071 West Havenue
Kalamazoo, MI 49009-8501
PH: (269) 381-6630 or (800) 243-6298
FAX: (269) 492-0084
www.1stAgency.com**

This is a non-renewable term Policy. It is the Insured's responsibility to maintain continuity of coverage. No renewal notices will be sent to the Insured

DATA PROTECTION

Please note that sensitive health and other information that you provide may be used by Us, our representatives, the insurers and industry governing bodies and regulators to process your insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited, or no data protection laws). We have taken steps to ensure your information is held securely. Where sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to Us and its use as set out above. Information we hold will not be shared with third parties for marketing purposes. You have the right to access your personal records