

Conformity with State Statutes

Any provision of this plan of insurance which, on its effective date, is in conflict with the statutes of the state in which it is issued, is hereby amended to conform to the minimum requirements of such statutes.

Any Expense not specifically listed in the preceding sections is not covered.

EXCLUSIONS

The policy does not cover Loss nor provide benefits for:

- A. Expenses for treatment on the teeth, except for treatment resulting from injury to natural teeth or care for treatment necessary due to congenital disease or anomaly;
- B. Services normally provided without charge by the Policyholder's health service, infirmary or Hospital, or employees;
- C. Eyeglasses, hearing aids, and examinations for the prescription or fitting thereof;
- D. Suicide, attempted suicide or intentionally self-inflicted injury;
- E. Injury due to participation in a riot;
- F. Cosmetic surgery. Cosmetic surgery does not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered Dependent child which has resulted in a functional defect. A determination that the surgery is cosmetic is a medical necessity determination subject to utilization review and external appeal requirements of titles I and II of article 49 of the Insurance Law (See 11NYCRR 56);
- G. Loss resulting from air travel, except as a fare-paying passenger on a commercial airline;
- H. Injury resulting from any declared or undeclared war;
- I. Injury while in the armed forces of any country. When an Insured enters such armed forces, We will refund the unearned pro rata premium to the Insured;
- J. Injury to the extent that such coverage is provided by any workers compensation or occupational disease law;
- K. Treatment provided in a government Hospital unless the Insured is legally obligated to pay such charges;
- L. Infections except pyogenic or bacterial infections caused wholly by a covered Injury;
- M. The Insured's being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;
- N. Claims occurring while parachuting or hang-gliding;
- O. Pre-Existing Conditions; or,
- P. Injury resulting from the practice or play of interscholastic sports in excess of \$2,500.

Claim Procedure

To file a claim under the Accident and Health Plan, the student should:

1. Complete a claim form, if applicable, and submit it to the Claims Administrator. Claim forms must be completed and signed for claims. Claim forms are available from the Claims Administrator or online at Our website, www.MarkelAH.com.
2. Submit itemized medical and Hospital bills within 90 days from the date of loss to the Claim Administrator. Please indicate in your submission, the student's school name, student name, policy number and student ID number even if the charges are for a spouse or dependent.
3. Preauthorization and precertification of benefits to providers of medical service are not required nor provided by Us.
4. Direct all questions regarding claim procedures, status of a submitted claim or payment of a claim, or benefit availability to the Claims Administrator.

Markel Privacy Practices

We maintain physical, electronic and procedural safeguards that comply with federal standards to protect Your personal information. We do not use or disclose Your information for any fundraising, marketing or research activities.

We use and disclose Your information to determine Your eligibility for plan benefits, to facilitate payment for treatment and services provided to You, to coordinate benefits and to carry out other necessary insurance-related activities. We use or disclose the minimum information necessary to process a claim or answer a claims inquiry. We may also disclose Your information to law or government agencies when required by law to do so.

Under the privacy laws, You have unlimited access to Your information. You may limit how We use and disclose Your information and get a listing of instances where it was disclosed. You may request that We correct inaccurate information or add missing information.

If You have any questions about Your rights, Our Privacy Practices or You want to file a complaint, please contact Our Privacy Officer at: **Phone (800) 431-1270 or www.markelAH.com.**



The Plan is Underwritten by:
MARKEL INSURANCE COMPANY
GLEN ALLEN, VIRGINIA 23060



The Plan is administered by:

NIAGARA NATIONAL INC.
INSURANCE GROUP

5001 Genesee Street, Buffalo, New York 14225
716.684.6000 800.444.5530 f 716.684.6285
niagaranational.com EMAIL: nninfo@niagaranational.com



Mail claims to:

Pioneer Administrative Services
A POMCO Company
A Markel Business Partner
PO Box 186
Syracuse, NY 13206

Telephone number 866-653-2542
Email: studentinfo@pomcogroup.com

IMPORTANT

THIS OUTLINE OF COVERAGE IS INTENDED ONLY FOR QUICK REFERENCE AND DOES NOT LIMIT OR AMPLIFY THE COVERAGE AS DESCRIBED IN THE MASTER POLICY WHICH CONTAINS COMPLETE TERMS AND PROVISIONS. THE MASTER POLICY IS ON FILE AT THE COLLEGE.

BLANKET ACCIDENT PLAN

Designed for the Students of:

BROOME COMMUNITY COLLEGE

901 Upper Front Street
Binghamton, New York 13902

BASIC ACCIDENT INSURANCE

\$11.00

*(Charge appears on bill
of all full-time students)*

2009-2010

In keeping with our established goals and mission, BCC offers opportunities in any aspect of the College's business regardless of the applicant's race, color, creed, national origin, age, sex, marital status, sexual orientation or disability.

Policy #09200171

**Please keep this outline of coverage
for future reference**

The insurance described in this brochure provides limited benefits only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

IDENTIFICATION CARD
Student Accident Insurance

STUDENT'S NAME

This is to certify that the person whose name appears above has been insured under the: Accident □

BROOME COMMUNITY COLLEGE
Binghamton, NY 13902

and is entitled to the benefits provided under the policy issued by Markel Insurance Company, Glen Allen, VA 23060 provided your coverage is in force.

KEEP THIS CARD FOR YOUR INFORMATION

POLICY NO.: 09200171 EXPIRES: 12:01 a.m. 8/23/10

BROOME COMMUNITY COLLEGE
Binghamton, NY 13902

Dear Students and Parents:

The College believes that every student should be covered by Accident insurance to help defray the unexpected and sometimes heavy medical Expenses resulting from an Accident.

Please read this brochure carefully for information on coverage, limitations, etc. This insurance is ideal as a supplement to other medical insurance and vital to those without other coverage.

Questions should be directed to the Program Administrator as shown on the back panel of this brochure.

Following are the essential provisions of this plan. The Master Policy is held by the College and underwritten by Markel Insurance Company.

TERM OF COVERAGE

The policy for the current year becomes effective on 8/23/09 at 12:01 a.m. and expires on 8/23/10 at 12:01 a.m. Coverage remains in effect during holiday and vacation periods. The plan protects students of Broome Community College enrolled in this plan, at home, at college or wherever he or she may be 24 hours a day. Should an Insured person graduate or withdraw from the institution, the insurance shall remain in effect until the end of the period for which premium has been paid.

Part-time students are also eligible for this coverage. Please contact the Student Health Center for enrollment in the Accident Program.

REFUND PROVISION: In the event an Insured person leaves school to enter active military service, coverage will cease and a pro rata refund of premium will be made upon request.

SICKNESS PLAN

For information on enrolling, please contact the Student Health Center.

DEFINITIONS

Accident means a sudden, unexpected, identifiable event caused solely by an external physical force resulting in Injury to an Insured person. Accident does not include a Loss arising out of a health condition or health impairment.

Deductible means the amount an Insured is required to pay as provided by the applicable coverage under the policy in the event of a Loss.

Expense means the Usual and Customary charges for Medically Necessary treatment, service or supplies. Such Expense shall not include any amount not customarily charged to persons without insurance.

Hospital means a licensed institution including a tax supported institution of the state which has on the premises, or prearranged access to, medical and surgical facilities. It must maintain permanent facilities for the care of overnight resident patients under the care of a Physician. It must have a Registered Nurse (R.N.) always on duty or call. Confinement in the special wing of a Hospital used primarily as a nursing, rest, convalescent or extended care facility is not confinement in a Hospital, unless such confinement is because of a lack of space in the Hospital's full service wing.

Injury means bodily harm caused by an Accident which occurs while the policy is in force and is the sole cause of the Loss.

Insured means an eligible student or an eligible student's dependent (if dependent coverage is available under the policy).

Loss means Medical Expense caused by Injury and covered by the Policy.

Medically Necessary means medical services, supplies or treatment authorized by a Physician to treat an Insured person's bodily Injury which are: a) consistent with the symptoms or diagnosis; b) appropriate and accepted according to good medical practice standards; c) not primarily for the convenience of the Insured person, Physician or other providers; and d) consistent with the most appropriate supply or level of services which can safely be provided to the patient.

Physician means any practitioner of the healing arts, licensed by the state in which he practices and acting within the scope of his license, including a duly licensed podiatrist, surgeon, osteopath, dentist, chiropractor, optometrist, psychologist, physical therapist and graduate nurse. Physician shall not include a member of the Insured's immediate family.

Pre-Existing Condition means conditions manifesting themselves in symptoms which would cause an ordinary prudent person to seek medical advice, diagnosis, care or treatment or for which medical advice, diagnosis, care or treatment was recommended or received during the six months immediately preceding the effective date of coverage or as to a pregnancy existing on the effective date of coverage or as to a pregnancy existing on the effective date of coverage. A condition will not be considered pre-existing once an Insured has been covered for 12 months following the effective date of coverage.

Usual and Customary Expense means an Expense which: a) is charged for treatment, supplies or medical services Medically Necessary to treat the Insured's condition; and b) does not exceed the usual level of charges made for similar treatment, supplies or medical services in the locality where the Expense is incurred.

We, Us or Our means Markel Insurance Company.

You, Your or Yours means the Insured.

DESCRIPTION OF BENEFITS
"Coverage is Mandatory for All Full-Time Students"

SECTION I

BASIC ACCIDENT BENEFITS

When your Injury requires: (a) treatment by a Physician; (b) Hospital services; (c) services of a licensed practical nurse or R.N.; (d) x-ray service; (e) use of operating room, anesthesia including the administration thereof, laboratory service; (f) use of an ambulance; (g) use of an ambulatory surgical center or ambulatory medical center; (h) if ordered by a Physician, prescription medicines, drugs, or any other therapeutic services or supplies; or (i) home care Expenses, We will pay the Expense incurred up to an aggregate maximum of \$2,500. This benefit includes coverage for treatment of Injury to natural teeth.

SECTION II

ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS:

Accidental Death and Dismemberment Insurance covers You for a Loss as shown below. The Loss must result from an Accident, directly and independently of all other causes. The Accident must take place while You are Insured under the policy. Also, the Loss must take place within 52 weeks after the Accident.

The following table shows the amounts We will pay:

| FOR LOSS OF: | AMOUNT |
|--|---------------|
| Life..... | \$5,000 |
| Both hands or both feet or sight of both eyes..... | \$5,000 |
| One hand and one foot..... | \$5,000 |
| One hand and sight of one eye..... | \$5,000 |
| One foot and sight of one eye..... | \$5,000 |
| One hand or one foot or sight of one eye..... | \$2,500 |
| The most We will pay for all Losses to an Insured as the result of one Accident is \$5,000. | |
| Loss to hands and feet means severance at or above the wrist or ankle joints. Loss of sight means total and irrecoverable loss of sight. | |

COORDINATION OF BENEFITS

This policy coordinates with other plans under which an individual is covered so that the total benefits available will not exceed 100% of the allowable Expenses.

When a claim is made, other valid and collectible group insurance or group plan pays its benefits without regard to this policy. This policy then adjusts benefits so that the total benefits available will not exceed the allowable Expenses. No plan pays more than it would without the coordination of benefits provision. In the absence of other valid and collectible group insurance or group plan, it is Our intention that Expenses incurred in connection with any covered Injury shall be fully payable subject to the terms, conditions and limitations of this policy.

"Other valid and collectible group insurance or group plan" shall mean any plan providing medical Expense benefits for or by reason of dental, Physician, nurse, Hospital care, treatment or confinement, or the performance of surgery and/or anesthesia, which benefits are provided by any of the following:

- 1) Any type of service plan contracts;
- 2) Any group blanket insurance (except a blanket school accident plan);
- 3) Any employee benefit plan;
- 4) Any plan arranged through an employer, trustee, union or employee benefit association;
- 5) Any plan or program created or administered by the national or state government or agencies thereof

A plan without a coordinating provision is always the primary plan.