

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 \$1,000.

## 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](http://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](http://www.markelAH.com).**



The Plan is Underwritten by:  
**MARKEL INSURANCE COMPANY**  
Glen Allen, VA 23058

The Plan is serviced by:  
**M & T Insurance Agency Inc.**

285 Delaware Avenue, Suite 4000  
Buffalo, New York 14202-1885  
(716) 651-4220

### 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](mailto: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 INSTITUTION.

# BLANKET ACCIDENT PLAN

*Designed for the Students of:*

Villa Maria  
College  
of Buffalo

240 Pine Ridge Road  
Buffalo, NY 14225

**2009-2010**

Policy #09200279

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.

Villa Maria College  
of Buffalo  
Buffalo, New York 14225

Dear Students and Parents:

We are pleased to announce the details of our Student Accident Insurance for 2009–2010.

In order to protect parents against unexpected and often huge expenses for medical treatment necessitated by ACCIDENTS, participation in the accident plan outlined in this brochure is Compulsory for all students. The premium is included in the registration fee.

SISTER MARCELLA MARIE GARUS, CSSF  
President

**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.

**TERM OF COVERAGE:** The policy for the current year becomes effective on 9/1/09 at 12:01 a.m. and expires on 9/1/10 at 12:01 a.m. Coverage remains in effect during holiday and vacation periods. 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.

## 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 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. A condition will not be considered pre-existing once an Insured has been covered for 12 months following the effective date of coverage.

**Usual & 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.

## EXTENSION OF BENEFITS

Extension of Benefits means the coverage provided under the policy ceases on the expiration date. However, if on the expiration date, the Insured is under a Physician's care for a condition covered by the policy, benefits will be extended for the condition for up to nine months after the expiration date.

This Extension of Benefits only applies to the Insureds who are not eligible to continue coverage under the new or renewal policy issued to the Policyholder. Benefits paid for a covered condition before the expiration date and during the Extension of Benefits will not exceed the limits of the policy.

## DESCRIPTION OF BENEFITS 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 Expenses incurred up to an aggregate maximum of \$1,000. This benefit includes coverage for treatment of Injury to natural teeth.

## 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.

### 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.