

BLANKET ACCIDENT PLAN

Designed for the Students of:

**FULTON
MONTGOMERY**
Community College

**Route 67
Johnstown, New York 12095**

2008-2009

Policy #08200199

*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
FULTON-MONTGOMERY COMMUNITY COLLEGE
Johnstown, N.Y. 12095
STUDENT ACCIDENT INSURANCE

STUDENT'S NAME

Accident

Full-Time Student or Part-Time Student

Policy No.: 08200199

Effective: 12:01 AM 9/4/08 (or date premium paid, if later)

Expiring: 12:01 AM 5/29/09 (or 9/4/09 with Summer Coverage)

Insuring Company: MARKEL INSURANCE COMPANY

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**THE NEED FOR PROTECTION
AGAINST MEDICAL EXPENSES**

Many students and their parents are not prepared to meet the added costs of unexpected illness or Injury. Hospitalization, surgery and the accompanying medical Expenses are at an all-time high.

Although many families have some form of medical Expense insurance, these plans frequently do not cover the college student after age 18. Therefore, costly medical bills can impose tremendous hardship and often necessitate withdrawal from college.

Accordingly, the college has developed the insurance plan described in this brochure, especially to meet the needs of its students.

For 2008–09, the college is offering an Enhanced Sickness Program. For additional information please contact the Plan Administrator.

PLEASE NOTE THE POLICY LIMITS AS DESCRIBED IN THIS BROCHURE.

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

1. Plan I protects all FULL-TIME students of Fulton-Montgomery Community College, Johnstown, New York, enrolled in this plan for Injuries incurred, at home, at the College or wherever they may be, 24 hours a day.

2. Plan II protects PART-TIME students electing to enroll in this plan for Injuries incurred on the College premises or participating in College sponsored activities.
3. 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.
4. Benefits become effective at 12:01 a.m. on September 4, 2008, or the date the premium payment is made, if later, terminating 12:01 a.m. on May 29, 2009 or September 4, 2009 if summer coverage is elected.

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. 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.

CONTINUOUS COVERAGE

In determining whether a pre-existing provision applies to an eligible person, We shall credit the time You were previously covered under a previous health insurance plan or policy or employer provided health benefit arrangement, if the previous coverage was continuous to a date not more than 63 days prior to the effective date of the new coverage. Such credit shall apply to the extent that the previous coverage was substantially similar to the new coverage. The creditable coverage outlined above means any prior health care coverage as defined in HIPAA which includes group coverage; individual coverage; Medicare; Medicaid; military service related care; Indian health service or tribal organization coverage; state health benefits risk pool; a public program offered under the Federal Employees Health Benefits Program; a public health plan; Peace Corps Act health plan; state children's health programs (S-CHIP); and foreign national health plans.

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.

BENEFITS

PLAN I

All full-time students are covered for THE BASIC ACCIDENT INSURANCE.

PLAN II

All part-time students electing the Basic Accident Insurance are covered. (See enrollment attached.)

Insured students are covered for Injuries occurring while attending classes, participating in any activities that are sponsored and supervised by the school, traveling directly to and from the Insured's residence or place of business and the school, and travel to any supervised activity of the school.

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 \$10,000. 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 an 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.....	\$2,500
Both hands or both feet or sight of both eyes.....	\$2,500
One hand and one foot.....	\$2,500
One hand and sight of one eye	\$2,500
One foot and sight of one eye	\$2,500
One hand or one foot or sight of one eye.....	\$1,250

The most We will pay for all Losses to an Insured as the result of one Accident is \$2,500.

Loss to hands and feet means severance at or above the wrists 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 that 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.

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 participating in a riot;
- F. Cosmetic surgery. Cosmetic surgery shall not include reconstructive surgery when such service is incidental to or following surgery resulting from trauma, infection or other disease of the involved part and reconstructive surgery because of congenital disorder or anomaly of a covered dependent child which has resulted in a functional defect;
- 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 \$5,000.

Claim Procedure

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

1. Complete a claim form, which is available online at Our website, www.markelAH.com.
2. The claim form must be completed and signed. Attach all itemized medical and Hospital bills. Itemized bills must be furnished with the claim form within 90 days from the date of Loss.
3. Questions should be referred to the Claims Administrator or the Student Health Center (if applicable).
4. Preauthorization and precertification of benefits to providers of medical service are not required nor provided by Us.
5. Claim filing procedures and access to Our claim form are available online at Our website: www.markelAH.com.

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.

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2008 - 2009 ACCIDENT INSURANCE ENROLLMENT FORM

Fulton-Montgomery Community College, Johnstown, NY

- All Full-Time Students are automatically enrolled in the Basic Accident Medical Insurance (Plan I).
- See reverse side for rates and effective dates.
- Please review the details of this program in the attached brochure.
- Part-Time Students (or Full-Time students purchasing the summer extension) should complete this form and return with premium to the address below.

ID _____

9

Print Last Name

First

Initial

Social Security Number

Print

Street

City

State

Zip

Payment Enclosed (See Reverse)

Signature

Date

Part-Time

Full-Time Extension

MAIL TO: Bursar's Office, Fulton-Montgomery Community College, Johnstown, New York 12095

(Applications must be returned no later than 30 days following initial dates on reverse side.)

2008 - 2009 RATES FOR PART-TIME STUDENT ACCIDENT (based upon enrollment dates)

COVERAGE AS BASED UPON DATE ENROLLED	FALL	SPRING	**OPTIONAL SUMMER EXTENSION
FULL-TIME STUDENTS			
*Plan 1 Accident Insurance			
(Mandatory 9/4/08 - 5/29/09)	\$15.00	\$15.00	\$13.00
Term of Insurance	(9/4/08 - 12/15/08)	(12/15/08 - 5/29/09)	(5/29/09 - 9/4/09)

PART-TIME STUDENTS			
**Plan II Optional School time Accident Insurance			
Term of Insurance	\$5.50	\$5.50	\$5.50
	(9/4/08 - 12/15/08)	(12/15/08 - 5/29/09)	(5/29/09 - 9/4/09)

* Full-Time Students are automatically billed for this coverage.
 ** Students must complete the application form on the reverse side to enroll in these supplementary coverages. Coverage becomes effective on the date following the date application and payments are received by the College.



The Plan is underwritten by:
MARKEL INSURANCE COMPANY

The Plan is administered by:
WISE INSURANCE BROKERS, INC.
10 Railroad Place
Saratoga Springs, New York 12866
518-584-5300

Mail claims to:
POMCO, A Markel Business Partner
P.O. Box 186, Syracuse, NY 13206-0186
Phone number for claims questions: 1-866-834-4765
fax number: 1-315-433-5444
Claims email - markelstudentinfo@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