

***Blanket
Accident
and
Health
Plan***

*Designed for the
Students of*

***Niagara
University***

***5795 Lewiston Road
Niagara University, NY
14109***

2008-2009

Policy No. 08200195

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
NIAGARA UNIVERSITY

Student Accident & Health Insurance

STUDENT'S NAME

Dependent Coverage: Yes No

Policy No.: 08200195

Effective: 12:01 A.M. 8/23/08 (or date premium received by
Company, if later)

Expiring: 12:01 A.M. 8/23/09

Insuring Company: MARKEL INSURANCE COMPANY
Glen Allen, VA. 23060

CUT HERE

Dear Students:

Please review the details described in this brochure before enrolling. If this plan applies, complete the attached enrollment form and return it to the address indicated.

ELIGIBILITY: You are eligible to be an Insured person if You are enrolled at the college. You must apply for this coverage and pay the required fee before Your insurance will take effect. Dependent coverage is also available.

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. Other than stated here, no refunds are available.

TERM OF COVERAGE

The policy for the current year becomes effective on 8/23/08 at 12:01 a.m. and expires on 8/23/09 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.

ANNUAL PREMIUM RATES

Student Only.....	\$768.
Dependents:	
Spouse Only.....	add \$1,133.
Child(ren) Only.....	add \$1,133.
Spouse and Child(ren).....	add \$2,266.

DEFINITIONS

Accident means a sudden, unexpected and unintended event which is identifiable and caused solely by an external physical force resulting in Injury to an Insured person. Accident does not include a Loss due to or contributed to by disease or Sickness.

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 or Sickness 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 or Sickness 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 a condition for which medical advice, diagnosis, care or treatment was recommended or received during the six months immediately preceding the enrollment date of coverage or as to a pregnancy existing on the enrollment 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 for claims not related to pregnancy. A condition will not be considered pre-existing once an Insured has been covered for ten months following the enrollment date of coverage for claims that are related to pregnancy.

Sickness means disease or illness which causes a Loss while the Insured is covered by the policy. In the event 75% of the eligible students of the policyholder, reaching a minimum of 300 students are insured, then Sickness means illness or disease resulting in Loss covered by the policy. Sickness includes normal pregnancy and complications of pregnancy.

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 12 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 confinement; (c) services of a licensed practical nurse or R.N.; (d) x-ray service; (e) use of an 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 health care Expenses, We will pay the Expense incurred up to an aggregate maximum of \$3,000. 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.....	\$3,000

Both hand or both feet or sight of both eyes.....	\$3,000
One hand and one foot.....	\$3,000
One hand and sight of one eye	\$3,000
One foot and sight of one eye	\$3,000
One hand or one foot or sight of one eye.....	\$1,500

The most We will pay for all Losses to an Insured as the result of one Accident is \$3,000.

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.

SECTION III BASIC SICKNESS BENEFITS

When You suffer a Loss from Sickness, We will pay the Expense incurred for medical treatment to an aggregate maximum of \$3,000. Benefits are allocated as follows:

Hospital Room and Board Expense: When Your Sickness requires Hospital confinement, We will pay the Hospital room and board Expense up to the semi-private rate, not to exceed \$350 per day for a maximum of 31 days.

Hospital Miscellaneous Expense: We will pay Expenses incurred by You during a Hospital confinement or as an outpatient for day surgery for services provided by a Hospital, ambulatory surgical center or ambulatory medical center up to a maximum of \$1,000. We will pay for anesthesia, operating room, laboratory tests, x-rays, oxygen, drugs, medicines, dressings, and other necessary non-room and board Expenses.

Surgical Expense: When Your Sickness requires surgery, We will pay the Expense based on the MDR (Medical Data Research) survey of surgical fees valued at the 90th percentile, subject to the maximum surgical benefit of \$3,000. Only one surgical procedure will be covered when multiple procedures are performed, unless Medically Necessary.

If the surgery requires the services of an anesthetist who is not employed or retained by the Hospital in which the surgery is performed, We will pay the Loss incurred up to a maximum of \$750.

If the surgery requires the services of an assistant surgeon, We will pay the Loss incurred up to a maximum of \$600.

In-Hospital Physician's Fees Expense: If, while confined to a Hospital, Your Sickness requires the services of a Physician, We will pay the Expense for such services up to \$50 per day, to a maximum of 31 days.

Consultant or Specialist Expense: When Your Sickness requires the services of a consultant or specialist, as requested by the attending Physician, We will pay the Expense up to a maximum of \$125 per Sickness.

Ambulance Expense: When Your Sickness requires the use of an ambulance or air ambulance, We will pay the Expense up to a maximum of \$250.

Outpatient Physician Fees Expense: When Your Sickness requires the services of a Physician, while not confined to a hospital, We will pay the Expense up to \$50 per visit after a \$10 Deductible, to a maximum of 20 visits. Cervical Cytology Screening Expense shall not be subject to the Deductible.

Outpatient mental, nervous or emotional disorders or ailments are limited to \$50 per visit up to 20 visits per policy year. Please see "Mandated Benefits" for further details on this coverage.

Outpatient Diagnostic X-ray and Laboratory Expense: When Your Sickness requires diagnostic x-ray, including ultrasound, MRI, and CAT Scan, or laboratory services,

under the Physician's direction, We will pay the Expense up to a maximum of \$700.

Licensed Nurse Expense: If, while confined in a Hospital, Your Sickness requires the services of an R.N. or licensed practical nurse, We will pay the Expense up to a maximum of \$75 per day to a maximum of 31 days.

Hospital Outpatient Expense: When Your Sickness requires the use of outpatient facilities of a Hospital for an emergency room, under the Physician's direction, We will pay the Expense up to a maximum of \$500.

Sickness Dental Expense: When Your Sickness requires treatment for impacted wisdom teeth or dental abscesses, We will pay the Expense up to a maximum of \$75 per tooth.

Outpatient Prescribed Medicines Expense: When Your Sickness requires prescribed medicines, We will pay the Expense up to a maximum of \$300, after a \$10 Deductible. This shall not exclude coverage of any such drug on the basis that such drug has been prescribed for the treatment of a type of cancer for which the drug has not been approved by the Food and Drug Administration. Provided, however, that such drug must be recognized for treatment of the specific type of cancer for which the drug has been prescribed in established reference compendia. This shall include coverage for Medically Necessary services associated with the administration of the drug to be contraindicated. Coverage includes Expenses for any prescribed drug or device that is FDA approved as a contraceptive or generic equivalents approved as substitutes or for outpatient services such as consultations, examinations, procedures and medical services related to contraceptive methods.

SECTION IV SUPPLEMENTAL EXPENSE BENEFIT

If the covered medical Expense for Your Injury or Sickness exceeds the aggregate maximum We owe under the basic accident or basic sickness expense benefits We will pay 80% of the Expense up to a combined maximum of \$25,000. Covered Expenses for daily Hospital room and board will not be more than the usual semi-private room charge.

MANDATED BENEFITS

The following benefits are mandated by state regulation. These benefits are provided: 1) to the extent that the type of Expense is covered under the basic policy; and 2) at the same payment level as any other Sickness or Injury, unless otherwise stated below.

Outpatient Mental, Nervous or Emotional Disorders or Ailments Expense: We will pay the outpatient Expense for the diagnosis and treatment of mental, nervous or emotional disorders or ailments, including biologically based mental illness for adults and children; and children with serious emotional disturbances, to the same extent as any other Sickness. Coverage includes the services of a licensed psychiatrist, licensed psychologist, a certified clinical social worker, or a professional corporation or university faculty practice corporation. Such benefits may be limited to not less than 20 visits in any policy year.

"Biologically based mental illness" means a mental, nervous, or emotional condition that is caused by a biological disorder of the brain and results in a clinically significant, psychological syndrome or pattern that substantially limits the functioning of the person with the illness. Such biologically based mental illnesses are defined as schizophrenia/psychotic disorders, major

depression, bipolar disorder, delusional disorders, panic disorder, obsessive compulsive disorder, bulimia, and anorexia.

“Children with serious emotional disturbances” means persons under the age of eighteen years who have diagnoses of attention deficit disorders, disruptive behavior disorders, or pervasive development disorders, and where there are one or more of the following:

- 1) serious suicidal symptoms of other life-threatening self-destructive behaviors;
- 2) significant psychotic symptoms (hallucinations, delusion, bizarre behaviors);
- 3) behavior caused by emotional disturbances that place the child at risk of causing personal injury or significant property damage; or
- 4) behavior caused by emotional disturbance that place the child at substantial risk of removal from the household.

Inpatient Mental, Nervous or Emotional Disorders or Ailments Expense: We will pay the inpatient Expense for the diagnosis and treatment of mental, nervous or emotional disorders or ailments, including biologically based mental illness for adults and children; and children with serious emotional disturbances, to the same extent as any other Sickness. Such benefits may be limited to not less than 30 days of active treatment in any policy year. If the Insured requires partial hospitalization, two partial hospitalization days will equal one inpatient day.

“Active treatment” means treatment furnished in conjunction with inpatient confinement for mental, nervous or emotional disorders or ailments that meet standards prescribed pursuant to the regulations of the commissioner of mental health.

“Biologically based mental illness” means a mental, nervous, or emotional condition that is caused by a biological disorder of the brain and results in a clinically significant, psychological syndrome or pattern that substantially limits the functioning of the person with the illness. Such biologically based mental illnesses are defined as schizophrenia/psychotic disorders, major depression, bipolar disorder, delusional disorders, panic disorder, obsessive compulsive disorder, bulimia, and anorexia.

“Children with serious emotional disturbances” means persons under the age of eighteen years who have diagnoses of attention deficit disorders, disruptive behavior disorders, or pervasive development disorders, and where there are one or more of the following:

- 5) serious suicidal symptoms or other life-threatening self-destructive behaviors;
- 6) significant psychotic symptoms (hallucinations, delusion, bizarre behaviors);
- 7) behavior caused by emotional disturbances that place the child at risk of causing personal injury or significant property damage; or
- 8) behavior caused by emotional disturbances that place the child at substantial risk of removal from the household.

Pre-Admission Tests Expense: We will pay the Hospital Expense for use of outpatient facilities as needed for tests before an Insured is admitted for surgery, provided that: a) tests are required for diagnosis and treatment of the ailment for which surgery will be done; b) a Hospital bed and operating room have been reserved before the tests are made; c) the surgery is done

within 7 days after the tests; and d) the Insured is physically present for tests.

Emergency Medical Expense: We will pay the emergency medical services Expenses of a Hospital if an Insured is covered for inpatient Hospital Expenses. Emergency medical services means care for a sudden onset of an ailment which could place the Insured's life in danger if not treated at once. We do not pay such Expenses unless the care is given within: a) 12 hours after the illness begins; or b) 72 hours after an Accident.

Elective Surgical Second Opinion Expense: If surgery is recommended, We will pay for a second opinion from a board certified specialist in the field relating to the surgical procedure proposed. Our payment will include the Expense for x-rays and diagnostic tests.

Home Health Care Expense: If, as a result of a covered Injury or Sickness, an Insured shall incur home health care Expenses, We will pay 75% of such reasonable and customary Expenses incurred within 12 months from the date of the first home health care visit. Such reimbursement is subject to an annual Deductible of \$50 and the maximum number of covered visits is limited to 40. Four hours of home health aide service shall be considered as one home care visit.

Chemical Abuse or Dependence Outpatient Benefits Expense: If You or Your dependent, while insured under this provision, incurs Expense for the outpatient treatment provided by an alcoholism or substance abuse treatment facility or an alcoholism or substance abuse treatment program, We will pay the greater of : a) outpatient benefits in the same manner as any other Sickness, but not to exceed: 1) one visit each day for any one Insured person; or 2) 60 visits in any calendar year; or b) outpatient benefits as otherwise provided under the policy for alcohol or substance abuse. Under part a) above, up to 20 of the 60 visits may consist of counseling for insured family members of the Insured person, even if the Insured person does not receive treatment. Such coverage is limited to facilities in New York State which are certified by the Office of Alcoholism and Substance Services and, in other states, to those which are accredited by The Joint Commission on Accreditation of Hospitals as alcoholism, substance abuse or chemical dependence treatment programs.

Chemical Abuse or Dependence Inpatient Benefits Expense: If You or Your dependent, while Insured under this provision, incurs Expense for diagnosis and treatment, We will pay consistent with the level of benefits for other diseases covered under this policy: 1) up to 7 days of care during any calendar year for active treatment for chemical dependency and 2) up to 30 days of care during any calendar year for rehabilitation services. Such coverage is limited to facilities in New York State which are certified by the Office of Alcoholism and Substance Services and, in other states, to those which are accredited by The Joint Commission on Accreditation of Hospitals and alcoholism, substance abuse or chemical dependence treatment programs. No chemical abuse or dependence inpatient coverage is provided under any supplemental Expense benefits which may be provided under the policy.

Maternity Inpatient Care Expense: We will pay the Expense incurred in connection with: a) inpatient hospitalization services

for a covered mother and a newborn child for a minimum of 48 hours after an uncomplicated vaginal delivery; and b) 96 hours after delivery by an uncomplicated cesarean section. Such coverage for maternity care shall include the services of a midwife licensed pursuant to Article 140 of the Education Law, practicing consistent with a written agreement pursuant to Section 6951 of the Education Law and affiliated or practicing in conjunction with a facility licensed pursuant to Article 28 of the Public Health Law. Maternity care coverage shall also include parent education, assistance and training in breast or bottle feeding, and the performance of any necessary maternal and newborn clinical assessments. The covered mother shall have the option to be discharged earlier than the time periods established in a) or b) above. In such case, the inpatient Hospital coverage must include at least one home care visit which shall be in addition to, rather in lieu of, any home health care coverage available under the policy. The policy will cover the home care visit which may be requested at any time within 48 hours of the time of delivery (96 hours in the case of a cesarean section), and shall be delivered within 24 hours, (i) after discharge, or (ii) of the time of the mother's request, whichever is later. Such home care coverage shall not be subject to Deductibles, coinsurance or copayments.

Mammography Expense: We will pay the Expense for mammography screening for occult breast cancer: a) upon the recommendation of a Physician, a mammogram at any age for covered persons having a prior history of breast cancer or who have a first degree relative with a prior history of breast cancer; b) a single baseline mammogram for covered persons ages 35 through 39, inclusive; and c) an annual mammogram for covered persons ages 40 and older.

Breast Reconstruction Expense: We will pay the Expense incurred in connection with breast reconstruction. This shall include reconstruction after a mastectomy for: a) all stages of reconstruction of the breast on which the mastectomy has been performed; and b) surgery and reconstruction of the other breast to produce a symmetrical appearance in a manner determined by the attending Physician and the patient to be appropriate.

Cervical Cytology Screening Expense: We will pay the Expense for annual cervical cytology for cervical cancer and its precursor for women ages 18 and older. Cervical cytology screening shall include an annual pelvic examination, collection and preparation of a pap smear, and laboratory and diagnostic services provided in connection with examining and evaluating the pap smear.

Enteral Formulas Expense: We will pay the Expense incurred for enteral formulas. This shall include coverage for the cost for enteral formulas for home use for which a Physician or other licensed health care provider legally authorized to prescribe, under Title Eight of the Education Law, has issued a written order. Such written order shall state that the enteral formula is clearly Medically Necessary and has been proven effective as a disease specific treatment regimen for those individuals who are or will become malnourished or suffer from disorders, which if left untreated, cause chronic physical disability, mental retardation or death. Specific diseases for which enteral formulas have been proven effective shall include, but are not limited to: a) inherited disease of amino-acid or organic acid metabolism; b) Crohn's

Disease; c) gastroesophageal reflux with failure to thrive; d) disorders of gastrointestinal motility such as chronic intestinal pseudo-obstruction; and e) multiple severe food allergies which left untreated will cause malnourishment, chronic physical disability, mental retardation or death. Coverage for certain inherited diseases of amino acid and organic acid metabolism shall include modified solid food products that are low protein or which contain modified protein which are Medically Necessary, and such coverage for such modified solid food products for any calendar year or for any continuous period of 12 months for any Insured person shall not exceed \$2,500.

Diabetes Equipment, Supplies and Education Expense:

We will pay the Expense incurred in connection with the following equipment and supplies for the treatment of diabetes, if recommended or prescribed by a Physician or other licensed health care provider legally authorized to prescribe under Title Eight of the Education Law: a) blood glucose monitors; b) blood glucose monitors for the legally blind and visually impaired; c) data management systems; d) test strips for glucose monitors; e) visual reading and urine test strips; f) insulin; g) injection aids; h) cartridges for the legally blind and visually impaired; i) syringes; j) insulin pumps and appurtenances thereto; k) insulin infusion devices; and l) oral agents for controlling blood sugar. We will also provide coverage for diabetes self-management education to ensure that persons with diabetes are educated as to the proper self-management and treatment of their diabetic condition, including information on proper diets. Such coverage for self-management education and education relating to diet shall be limited to visits Medically Necessary upon the diagnosis of diabetes, where a Physician diagnoses a significant change in the patient's symptoms or conditions which necessitate changes in a patient's self-management, or where reeducation or refresher education is necessary. Such education may be provided by the Physician or other licensed health care provider legally authorized to prescribe under Title Eight of the Education Law, or their staff as part of an office visit for diabetes or treatment, or by a certified diabetes nurse educator, certified nutritionist, certified dietitian or registered dietitian upon referral of a Physician or other licensed health care provider legally authorized to prescribe under Title Eight of the Education Law. Education provided by the certified diabetes nurse educator, certified nutritionist, certified dietitian or registered dietitian may be limited to group settings wherever practicable. Coverage for self-management education and education relating to diet shall also include home visits when Medically Necessary.

Mastectomy Care Expense: We will pay the Expense for coverage for inpatient Hospital care for such period as is determined by the attending Physician, in consultation with the patient, to be medically appropriate for such covered person undergoing a lymph node dissection or a lumpectomy for the treatment of breast cancer or a mastectomy covered by the policy.

Clinical Trials Expense: We will pay the Expense incurred in connection with an Insured's costs in a clinical trial. Clinical trial means a peer-reviewed study plan which has been: 1) reviewed and approved by a qualified institutional review board, and; 2) approved by one of the National Institutes of Health (NIH) or NIH cooperative group or an NIH center; or the Food and Drug Administration in the form of an investigational new drug

exemption; or the Federal Department of Veteran Affairs; or a qualified nongovernmental research entity as identified in guidelines issued by individual NIH Institutes for center support grants; or an institutional review board of a facility which has a multiple project assurance approved by the Office of Protection from Research Risks of the NIH.

Prostate Cancer Expense: We will pay the Expense for standard diagnostic testing including, but not limited to, a digital rectal examination and a prostate-specific antigen test at any age for men having a prior history of prostate cancer; and an annual standard diagnostic examination including, but not limited to, a digital rectal examination and a prostate-specific antigen test for men age 50 and over who are asymptomatic and for men age 40 and over with a family history of prostate cancer or other prostate cancer risk factors.

Bone Density Measurements and Testing Expense: We will pay the Expense for bone density measurements and testing when the Insured person meets the eligibility criteria under the Medicare program or those set by the National Institutes of Health (NIH) for the detection of osteoporosis. We will cover the Expense for drugs and devices when the policy has prescription drug and/or durable medical equipment coverage. Qualified Insured persons must have at a minimum: a) a previous diagnosis or family history of osteoporosis; or b) symptoms or conditions indicative of the presence or significant risk of osteoporosis; or c) on a prescribed drug regimen posing a significant risk of osteoporosis; or d) lifestyle factors posing a significant risk of osteoporosis; or e) age, gender and/or physiological characteristics which pose a significant risk of osteoporosis.

Pre-Hospital Emergency Medical Services Expense: We will pay the Expense for pre-hospital emergency medical services for the treatment of an emergency condition when such services are provided by an ambulance service.

Investigational/Experimental Expense: We will pay the Expense for a health care service, rendered or proposed to be rendered to an Insured on the basis that such service is experimental or investigational, is rendered as part of a clinical trial or a prescribed pharmaceutical product, provided that coverage of the patient costs of such service has been recommended for the Insured by an external appeal agent upon an appeal. The determination of the external appeal agent shall be binding.

Autism Spectrum Disorder Expense: We will pay the Expense incurred for the diagnosis and treatment of an autism spectrum disorder. "Autism spectrum disorder" means a neurobiological condition that includes autism, Asperger syndrome, Rett's syndrome, or pervasive developmental disorder.

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 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 provision. In the absence of other valid and collectible group insurance, it is Our intention that Expenses incurred in connection with any covered Injury or Sickness shall be fully payable subject to the terms, conditions and limitations of this policy.

“Other valid and collectible group insurance” 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 (1) any type of service plan contracts, any group or blanket insurance, employee benefit plan or any plan arranged through an employer, trustee, union or employee benefit association; or (2) any plan or program created or administered by national or state government, or agencies thereof. We will not limit or exclude payment on a claim because the Insured person is eligible for or is provided medical assistance under the provisions of Title XIX of the Social Security Act. 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 dental treatment, except for treatment resulting from Injury to natural teeth; or as specifically provided by a Sickness Dental Expense Benefit, if included in the policy;
- B. Services normally provided without charge by the Policyholder's health service, infirmary, Hospital, or employees;
- C. Routine eye exams and contacts, replacing eyeglasses or prescriptions therefor; routine examinations and services related to hearing examinations or hearing aids; or treatment for hearing defects not related to an Injury or Sickness;
- D. Routine physical examinations; preventive care; elective surgery and elective treatment; services solely to improve appearance; for personal hygiene; services specifically for dietary control; custodial, sanitarial or rest care; or fertility testing;
- E. Cosmetic surgery. Cosmetic surgery does not include reconstructive surgery which result from trauma, infection or other diseases of the involved part; reconstructive surgery because of congenital disease or deformity of a dependent child. Cosmetic surgery due to congenital defects will be covered for newborn children;
- F. Injury for which mandatory automobile no-fault benefits are recovered or recoverable;
- G. Any Loss or portion thereof, for which benefits are provided under this contract which is not recovered or recoverable from mandatory no-fault insurance because such Loss exceeds the maximum provided under such mandatory no-fault insurance, shall be paid without regard to the Deductible or co-insurance provisions set forth in the contract;
- H. Any Loss or portion thereof, for which benefits are provided

under this contract which is not recovered or recoverable from mandatory no-fault insurance because of a no-fault Deductible shall be paid subject to the Deductible and co-insurance provision set forth in this contract;

- I. Aviation, other than as a fare-paying passenger on a scheduled or charter flight operation by a scheduled airline, and other related activities such as skydiving, recreational parachuting, hang gliding, glider flying, parasailing, sail planing;
- J. Injury or Sickness resulting from any declared or undeclared war;
- K. Injury due to participation in a riot or felony;
- L. Suicide, attempted suicide or intentionally self-inflicted Injury;
- M. Injury or Sickness 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;
- N. Injury or Sickness covered by any workers compensation or occupational disease law;
- O. Treatment provided in a government Hospital unless the Insured is legally obligated to pay such charges;
- P. Injury resulting from the practice or play of interscholastic sports in excess of \$500; or
- Q. Pre-Existing Conditions means a condition for which medical advice, diagnosis, care or treatment was recommended or received during the six months immediately preceding the enrollment date of coverage or as to a pregnancy existing on the enrollment date of coverage. A condition will not be considered pre-existing once an Insured has been covered for 12 months following the enrollment date of coverage. A condition will not be considered pre-existing once an Insured has been covered for ten months following the enrollment date of coverage for claims that are related to pregnancy. In the event 75% of the eligible students of the Policyholder, reaching a minimum of 300 students are insured, the pre-existing conditions will not apply.

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.

APPLICATION FOR ENROLLMENT IN 2008-2009 NIAGARA UNIVERSITY STUDENT HEALTH INSURANCE

INSTRUCTIONS: Please complete all information (Print or type).

Detach and mail application with premium payment to: Niagara National, Inc., 5001 Genesee Street, Buffalo, NY 14225. Call 1-800-444-5530 if you need assistance completing the application.

PERSONAL INFORMATION

ID# _____ DOB _____

Name _____ Daytime Phone _____

Mailing Address _____ Home Phone _____

City _____ State _____ Zip _____ SS# _____

PAYMENT INFORMATION

FALL ENROLLMENT SPRING ENROLLMENT

8/23/08 to 8/23/09 1/1/09 to 8/23/09

\$768. \$515.

Student Only

Dependents (Please list enrolled dependents on reverse side)

Spouse

Add: \$1133.

Add: \$759.

Child(ren)

Add: \$1133.

Add: \$759.

Spouse + Child(ren)

Add: \$2266.

Add: \$1518.

2008-2009 NIAGARA UNIVERSITY STUDENT HEALTH INSURANCE PROGRAM

Spouse (if insured) _____ SS # _____ D.O.B. _____

Children (if insured) _____ SS # _____ D.O.B. _____

_____ SS # _____ D.O.B. _____

_____ SS # _____ D.O.B. _____

Total Premium Paid \$ _____

*Include total premium for all persons insured.

Emergency Travel Assistance Services Provided through Assist America

Medical Services:

As an active participant in the Niagara University Student Health Insurance program, you now have access to emergency assistance services when you are traveling 100 miles away from your campus address or outside your country of residence. You can access the Assist America assistance services 24 hours a day, 365 days a year during your policy effective period. Assist America provides a wide array of services to assist you in the event of an emergency. Some of the many services include:

Medical Consultation and Evaluation - Your call to the Assist America Operations Center will be handled by medical personnel who will refer you to qualified doctors and medical facilities.

Medical Monitoring - Assist America's medical personnel will stay in regular communication with your attending physician and relay information to you and your family.

Emergency Medical Evacuation - Should adequate medical facilities not be available locally, Assist America will evacuate you to the nearest medical facility capable of providing you with appropriate care.

Foreign Hospital Admission Guarantee - Assist America will assist you in gaining access to emergency medical care by validating your health insurance coverage.

Medically Supervised Repatriation - If you require medical assistance upon being discharged from the hospital, Assist America will make arrangements to get you back to your permanent address or campus location.

Prescription Assistance - If you are traveling and require prescription medication, Assist America will help you fill that prescription.

Emergency Trauma Counseling - Assist America will provide online telephonic counseling for emergency situations while traveling.

Personal Assistance Services include:

General travel information - Assist America will provide you with pertinent travel information such as passport and visa requirements, country-specific cultural information and travel advisories.

Transport of a family member - if you are injured while traveling and will be in the hospital for more than 7 days, Assist America will arrange and pay for economy

transportation for a family member or friend to join you.

Legal Assistance - Assist America will refer you to legal counsel in the event you have been arrested or detained. Assist America will also notify the consulate/embassy.

Lost Documents/Lost Luggage and Translation assistance - Assist America will assist you in replacing lost documents such as passports and will assist in the tracking of lost luggage. Additionally, Assist America provides telephonic translation assistance.

Return of Mortal Remains - Assist America will render every possible assistance in the event of death while traveling. This service includes locating a sending funeral home to prepare the remains for transport, procuring required documentation and the necessary shipping container.

One thing to remember: All services must be coordinated through and provided by the experts at Assist America Services, Inc.

Frequently Asked Questions

Who do I call in an emergency away from campus?

If you have an emergency while traveling at least 100 miles from campus, call Assist America as soon as possible by dialing 1-800-872-1414.

How do I find a qualified medical provider when I am traveling?

You can call Assist America any time day or night to speak to a medical professional and receive information on medical providers in your travel location.

Will I receive a separate ID card for the travel services?

Yes. Once you enroll in a student health insurance plan that includes these benefits, you will receive an Assist America member card. The card may be used for services in the United States (anytime you are 100 miles or more from your campus address) or in any other country. Always carry the card with you when you travel. The 24-hour help-line telephone number is printed on the card.

Do I have to call Assist America before I leave on a trip?

If you will be traveling for more than one semester, please contact Assist America to receive valuable pre-trip and extended travel information. Also, remember to take your Assist America card with you and call if you need medical advice or assistance.

If I have an accident or illness, and the hospital or I arrange all necessary transportation, will Assist America reimburse me for the expenses involved?

No. Assist America is a service provider, not an insurance company; therefore Assist America must make the arrangements for all services. Assist America cannot reimburse participants for any assistance expenses nor arranged and provided by Assist America.

What if the foreign hospital refuses to accept my insurance and requires me to pay in full at the time of services?

You will need to pay the provider and then file a claim for foreign medical assistance with the Markel Student Insurance Plan. If you do not have the funds available to pay the hospital, Assist America can help you make financial arrangements with the provider. The source of the funds is your responsibility.

Will Assist America transport a family member or friend to be at my side?

Yes, if an eligible participant is traveling alone and it seems likely that they will be hospitalized for more than seven days, Assist America will transport a family member or friend to that location.

What happens when I'm ready to be discharged but I still need assistance?

If you still need assistance at the point of discharge from the hospital, Assist America will arrange for you to come home with a medical/non-medical escort.

I don't travel internationally--what's the benefit of this service to me?

Assist America will help you with any medical situation if you are 100 miles or more from your campus address--this can mean your weekend trip home or your vacation plans. If you become ill or have an accident while traveling, you may not know how to access care, but with Assist America, you can call 24 hours a day, 365 days a year for assistance and advice.

Why is it important to use your emergency assistance services?

By calling Assist America immediately, you can receive services before your medical condition become serious. Also, Assist America can protect you in the event of an emergency by getting you to appropriate medical care there may not be good local medical facilities.

Do I have to purchase my school's student health insurance plan to receive travel assistance services?

To find out if your school offers emergency assistance services:

Call Niagara National, Inc. at: 1-800-444-5530.

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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

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POMCO, A Markel Business Partner
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Phone number for claims questions: (866) 834-4765
fax number: (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 NIAGARA NATIONAL INC.