

### Exclusions (Continued)

13. Cosmetic surgery, except cosmetic surgery which the Covered Person needs as the result of an Accident which happens while he is insured under this Policy or reconstructive surgery needed as a result of a congenital disease or abnormality of a covered newborn dependent child which has resulted in a functional defect.
14. Elective Treatments and voluntary testing.
15. Injury or Sickness covered by Worker's Compensation or Employer's Liability Laws.
16. Treatment or services provided by any member of the Covered Person's immediate family; or for which no charge is normally made.
17. Treatment, services or supplies provided by the School's infirmary or its employees, or Physicians who work for the School, except when the Covered Person is required to pay for such service.
18. Nasal or Sinus Surgery (unless required due to an Injury resulting from an Accident while the Covered Person is insured under this Policy).
19. Acupuncture.
20. The diagnosis and treatment of acne.
21. The diagnosis and treatment of Infertility.
22. Elective abortions.
23. Treatment of allergies, including allergy testing.
24. Routine foot care, including the treatment of corns, calluses and bunions.
25. Impotence, whether organic or otherwise.
26. Nonmalignant warts, moles or lesions.
27. Patient controlled analgesia (PCA).
28. Sleeping disorders, including testing thereof.

### Alternate Coverage

If you do not meet the eligibility requirements of this plan, please call 1-866-931-9560 for information on alternative insurance plans.

### Claim Procedure

1. In the event of a medical emergency, call 911 or go to the nearest facility equipped for treatment.
2. Secure an Insurance Company claim form from the Student Health Service or from Collegiate Risk Management. **Read and follow the instructions on the back of the claim form.** The completed and signed Claim Form should be mailed within 180 days from the date of Injury or from the date of the first medical treatment for a Sickness, or as soon as reasonably possible. Retain a copy for your records and mail a copy to the Claims Administrator, Administrative Concepts, Inc. at the address below.
3. Itemized medical bills must be attached to the Claim Form at the time of submission. Claims can not be processed from "Balance Due" statements. Subsequent medical bills should be mailed promptly to the Claims Administrator at the address below. No additional claim forms are needed as long as the Insured Person's/ Student's name and identification number are included on the bill.
4. Direct all questions regarding benefits available under this Plan, claim procedures, status of a submitted claim or payment of a claim to the Claims Administrator, Administrative Concepts, Inc. at the address below. Office hours are 8:30 a.m. to 5:00 p.m. (EST) Monday through Friday.

**REMEMBER THAT EACH INJURY OR SICKNESS IS A SEPARATE CONDITION AND REQUIRES A SEPARATE CLAIM FORM**

### Servicing Agent:

Collegiate Risk Management  
1-866-931-9560  
[www.collegiaterrisk.com](http://www.collegiaterrisk.com)

### This Plan is Insured by:

BCS Insurance Company, Oak Brook Terrace, IL

### Claims Administrator

Administrative Concepts, Inc.  
994 Old Eagle School Road, Suite 1005  
Wayne, PA 19087-1802

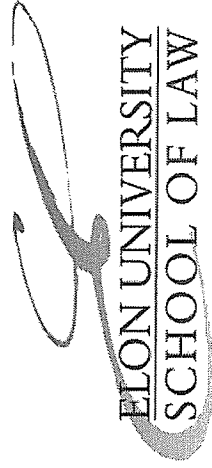
Phone: (888) 293-9229 Website: [www.visit-ACI.com](http://www.visit-ACI.com)

**Important Notice:** This information provides a brief description of the important features of this Insurance Program. It is not a contract. Terms and conditions of the coverage are set forth in policy number BSA00060. The master policy is on file at the school. Please keep this material with your important papers. A verbal explanation of eligible benefits does not guarantee payment of claims. If there is a discrepancy between this brochure and the Master Policy, the Master Policy will govern control.

## STUDENT INJURY AND SICKNESS PLAN

# 2009 - 2010

DESIGNED ESPECIALLY FOR  
THE STUDENTS OF



Greensboro, North Carolina

No recovery for conditions  
originating, diagnosed, treated  
or recommended for  
treatment within  
6 months prior to the

Insured's effective date.

UNDERWRITTEN BY:

**BCS**

Insurance Company

SERVICED BY:



*Collegiate Risk Management*  
1-866-931-9560

POLICY #: BSA 00060

### Pre-existing Condition Limitation (continued)

This limitation does not apply to Newborn, Adopted or Foster Children covered under this Policy.

Credit for Prior Coverage: - A Covered Person, whose coverage under prior Creditable Coverage ended no more than 63 days before coverage under the Policy became effective, will have any applicable pre-existing condition limitation reduced by the total number of days the Covered Person was covered by such coverage. If there was a break in Creditable Coverage of more than 63 days, we will credit only the days of such coverage after the break. Creditable Coverage means coverage under any of the following:

1. Any group or policy, contract or program, that is written or administered by a disability insurance company, health care service plan, fraternal benefits society, self-insured employee plan, or any other entity, that arranges or provides medical, hospital and surgical coverage not designed to supplement other private or government plans. The term includes continuation or conversion coverage, but does not include accident only, credit, disability income, Medicare supplement, long-term care insurance, dental vision, coverage issued as a supplement to liability insurance, insurance arising out of workers compensation or a similar law, automobile medical payment insurance, or insurance under which benefits are payable with or without regard to fault that is statutory required to be contained in any liability insurance policy or equivalent self-insurance;
2. The federal Medicare Program pursuant to Title XVIII of the Social Security Act;
3. The Medicaid Program pursuant to Title XIX of the Social Security Act, other than coverage consisting solely of benefits under section 1928;
4. Chapter 55 of Title 10, United States Code, the civilian Health and Medical Program of the Uniformed Services;
5. A medical care program of the Indian Health Service or tribal organization;
6. A state health benefits risk pool;
7. A health plan offered under chapter 89 of Title 5, United States Code, the Federal Employees Health benefits Program;
8. A public health plan as defined by federal regulation;
9. A health benefit plan under section 5(c) of the Peace Corps Act; or
10. The Health Insurance Program for children Established in Part 8 of Chapter 110A of the North Carolina General Statutes, or a successor program.

### Student Health Center (SHC)

This is a supplemental plan. If the student first uses the resources of the Health Center the \$25 deductible will be waived.

### Continuation Coverage

A student of the Policyholder who has been continuously insured under the Policy and no longer meets the eligibility requirements of the Policy may elect to continue coverage himself and any covered dependents for up to 6 months.

Coverage will be identical in scope to the coverage provided in this Policy. Within 14 days of becoming no longer eligible for coverage under the Policy, the student must make application and pay premiums directly to the Company or its designated representative. Evidence of insurability is not required for this continuation of coverage.

A student who exercises this option will not have his coverage interrupted or cancelled or otherwise terminated until the date on which,

- a) there is a failure to make a premium payment in the time required to make such payment; or
- b) the required period for continued coverage ends; or
- c) the Policy is terminated.

### Exclusions

Benefits are not payable under this Policy for any of the following or loss that results there from:

1. Routine physical examinations and routine testing; preventive testing or Treatment; screening examinations or testing in the absence of injury or Sickness.
2. Eye examinations; prescriptions or fitting of eyeglasses and contact lenses; eyeglasses, contact lenses or other Treatment for visual defects and problems, except as required as a result of a covered Injury. "Visual defects" means any physical defect of the eye that does or can impair normal vision.
3. Hearing examinations or hearing aids; or other Treatment for hearing defects and problems except as required as a result of a covered Injury. "Hearing defects" means any physical defect of the ear that does or can impair normal hearing.
4. Dental care or Treatment other than care of sound, natural teeth and gums required due to an Injury resulting from an Accident while the Covered Person is insured under this Policy, and rendered within 12 months of the Accident.
5. War or any act of war, declared or undeclared; or while serving in the armed forces of any country (a pro-rata premium will be refunded for such period of service).
6. Participation in a riot or civil disorder; fighting or brawling, except in self-defense; commission of or attempt to commit a felony.
7. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane.
8. Injury, Sickness or death contributed to by the use of drugs or alcohol, unless administered by a Physician.
9. Operating any vehicle while under the influence of alcohol or without being properly licensed and insured to do so.
10. Participation in, practice for, or orthopedic equipment and appliances used for intercollegiate, club or interscholastic sports; semi-professional sports; or professional sports.
11. Skydiving, parachuting, hang gliding, glider flying, parasailing, sail planning, bungee jumping, or flight in any type of aircraft, except while riding as a fare-paying passenger on a regularly-scheduled airline.
12. Treatment, services or supplies provided by a Hospital or facility owned or run by the United States Government, unless a charge is made for such services in the absence of insurance; or in a Hospital which does not unconditionally require payment.

The Master Policy is on file at the school. Coverage becomes effective at 12:01 a.m. on August 1, 2009. Coverage terminates on August 1, 2010 or at the end of the period through which premium is paid, whichever is earlier. For new students entering the second or third term, coverage is effective January 1, 2010 or June 1, 2010, respectively.

Dependent coverage becomes effective on the applicable date identified above or the date application and full premium are received by the Company (or its authorized representative), whichever is later. Dependent coverage will not be effective prior to that of the insured student or extend beyond that of the insured student. Refunds of premiums are allowed only upon entry into the armed forces.

#### Eligibility

All full time students enrolled in the Elon University School of Law are required to take the Injury and Sickness Plan for a fee of \$1,077.00. To be exempt from this coverage and cost, you are required to show proof of comparable coverage by completing the waiver form at [www.collegiatrisk.com](http://www.collegiatrisk.com). IF THE WAIVER IS NOT SUBMITTED BY August 1, 2009, IT WILL REMAIN AS AN ADDITIONAL CHARGE ON YOUR BILL. Home study, correspondence and television courses do not fulfill these eligibility requirements. The Company maintains the right to investigate student status and attendance records to verify that the policy eligibility requirements have been met. If and whenever the Company discovers that the policy eligibility requirements have not been met, its only obligation is refund of premium.

#### Dependent Coverage

Eligible Students who enroll may also enroll their dependents. Eligible dependents are the spouse (husband or wife) and unmarried children under 19 years of age (25 if a full-time college student), who are not self-supporting, and who reside with the Insured. Coverage shall not terminate if the dependent is incapable of self-sustaining employment by reason of mental retardation or physical handicap provided notice is given 31 days before reaching the limiting age. Dependent eligibility and coverage expires concurrently with that of the insured student. Dependent coverage must be applied for by filling out the Insurance Enrollment Card and by paying the required premium.

#### Newborn Children

A newborn child will be covered from the moment of birth for 31 days. We will pay for the Eligible Expenses incurred or Injury or Sickness from the moment of birth including: 1) necessary Treatment for congenital defects, birth abnormalities, or premature care, and 2) necessary care and Treatment of cleft lip and cleft palate. If dependent coverage had not been previously elected, written notice of birth must be provided to the Company within thirty-one (31) days after the date of birth to continue coverage beyond the 31 days. Coverage will continue only for a period of thirty-one (31) days after birth unless notice is received and the additional required premium is paid. If dependent coverage is already in-force, we should be notified of the child's birth to facilitate administration of coverage.

#### Adopted and Foster Children

A minor child who comes under the charge of the Covered Person will be covered to the same extent as other Dependent family members while coverage is in force. Coverage for such child will begin on the date of placement in the Covered Person's home. Coverage will begin at the moment of birth, provided application for coverage and payment of premium occurs within 31 days after the child's birth. Coverage for such child will terminate when such child is removed from the Covered Person's home.

Foster Child means: a minor over whom a guardian has been appointed by a clerk of superior court of any county, the primary or sole custody of whom has been assigned by a court of competent jurisdiction. Placement in the foster home means physically residing with a person appointed as guardian or custodian or a foster child as long as that guardian or custodian has assumed the legal obligation for total or partial support of the foster child with the intent that the foster child reside with the guardian or custodian more than a temporary basis. Coverage for an adopted child, child placed for adoption or foster children shall be payable without the application of any provision concerning Pre-Existing Conditions.

**Extension of Medical Expense Benefits after Termination**  
If a Covered Person's coverage under the Policy terminates, (Medical Expense) coverage will be extended if such person is Totally Disabled or pregnant on the date coverage ended. Coverage under this provision is provided only for Covered Expenses for the condition causing the Total Disability or pregnant.

The extension of benefits terminates at the earliest of:

1. (90) days from the date the Policy was terminated; or
2. the date the Total Disability ends; or
3. when the Maximum Benefit amount under the Medical Expense Benefit has been paid to the Covered Person.

Except as stated above, coverage is not provided for any expense incurred after the date the Policy was terminated.

#### Temporomandibular Joint Dysfunction

Benefits will be provided on the same basis as for any other sickness or injury for the Treatment of temporomandibular joint dysfunction (TMJ) caused by congenital deformity, disease or accident. Treatment may include splinting and use of intraoral prosthetic appliances to reposition the bones. Coverage will not be provided for orthodontic braces, crowns, bridges, dentures, Treatment for periodontal disease, dental root form implants, root canals, or routine dental Treatment.

#### State Mandated Benefits

**The following is a list of North Carolina State Mandated Benefits. The Insurance Company will comply with all state statutes. Please refer to the master policy on file at the Student Health Center for further details.**

Mammography Benefit  
Cervical Cancer Screening Benefit  
Ovarian Cancer Screening Benefit  
Home Health Care Benefit  
Preventative and Primary Care Benefit

Chemical Dependency Treatment Benefit  
Diabetes Treatment Benefit  
Mastectomy/Reconstructive Breast Surgery Benefit  
Ancillary Dental Care Expense Benefit  
Maternity and Newborn Care Benefit  
Osteoporosis Diagnosis and Treatment Benefit  
Prescription Contraceptives  
Prostate Cancer Screening Benefit

#### Certificate of Creditable Coverage

When your coverage terminates, you are eligible to receive a certification of Creditable Coverage regarding your coverage under this plan. If you want such a certification after your coverage terminates, please make your request, in writing, to Collegiate Risk Management, 110 Athens Street, Tarpon Springs, FL 34689. Be sure to include your full name, the name of your school, your social security number and current address.

#### Definitions

**Accident:** means a sudden, unexpected and unintended incident. "Covered Accident" means an accident that results in Injury or loss covered by this policy.

**Covered Person:** means any Eligible Person and Eligible Dependents who makes application for, or for whom application is made and who is approved to participate in the benefit plans issued under this policy, provided the required premium for such Person's and Dependent's insurance is paid when due.

**Hospital:** means a legally constituted institution having organized facilities for the care and Treatment of sick or injured persons on a registered Inpatient basis, including facilities for diagnosis and surgery under the supervision of a staff of one or more licensed Physicians and provides 24-hour nursing service by Registered Nurses on duty or call. Hospital shall also include duly licensed tax supported institutions which specialize in the Treatment of one particular type of illness. Such facilities are not required to have an operating room and related equipment for the purpose of surgery.

**Injury:** means accidental bodily harm sustained by the Covered Person that resulted directly and independently of all other causes from an Accident and occurs while coverage under this policy is in force.

**Inpatient:** means confinement for which the Covered Person is charged at least one full day's room and board.

**Intensive Care Unit:** means a section, ward, or wing within a Hospital which is separate from other Hospital facilities and (1) is operated exclusively for the purpose of providing professional Treatment for critically ill patients; (2) has special supplies and equipment necessary for such Treatment which are available on a standby basis for immediate use; (3) provides room and board, and constant observation by registered graduate nurses or other specially trained Hospital personnel; and (4) is not maintained for the purpose of providing normal post-operative recovery Treatment or service.

**Medically Necessary or Medical Necessity:** means the services or supplies that are (1) provided for the diagnosis,

The policy provides benefits for the usual, customary and reasonable medically necessary eligible expenses for medical treatment as a result of injury or sickness incurred by a covered person while insured under this policy up to the maximum limits as indicated.

### BASIC MEDICAL EXPENSE BENEFITS

<b>Basic Benefit Maximum:</b> \$500 Per Injury or Sickness	
The insured pays the first \$100 of Eligible Expenses for each Inpatient Admission	
The insured pays the first \$25 of Eligible Expenses for each Outpatient Service (\$25 deductible will be waived if services are first rendered at the Student Health Center).	
<b>INPATIENT ELIGIBLE EXPENSES</b>	<b>SICKNESS</b>
<b>Room &amp; Board Expense</b> not to exceed the average semi-private rate	80% of UCR Max of \$365/day
<b>Intensive Care</b>	80% of UCR Max of \$525/day
<b>Hospital Miscellaneous Expense</b> including the operating room, laboratory tests, x-rays, anesthesia, drugs (excluding take home drugs) or medicines, pre-admission testing, therapeutic services and supplies	80% of UCR
<b>Surgeon's Fees:</b> If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed the benefit for the one of such procedures for which the largest benefit is payable.	80% of UCR
<b>Anesthetist/Assistant Surgeon</b>	25% of Surgeon's Allowance
<b>Registered Nurses Services</b> for private duty nursing care	80% of UCR Max of \$300 per policy year
<b>Physician Visits,</b> limited to one visit per day and does not apply when related to surgery	80% of UCR Max of \$20 / day
<b>Second Surgical Opinion</b>	80% of UCR Max of \$500 per policy year
<b>Mental or Nervous Benefits</b>	No Benefit

### OUTPATIENT ELIGIBLE EXPENSES

**Surgeon's Fees:** If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed the benefit for the one of such procedures for which the largest benefit is payable.

**Day Surgery Miscellaneous,** related to scheduled surgery, including the operating room, laboratory tests, x-rays, anesthesia, drugs (excluding take home drugs) or medicines, therapeutic services and supplies. Charges are determined in accordance with data provided by PHCS (Prevailing Healthcare Charges System)

**Anesthetist/Assistant Surgeon**

**Outpatient Miscellaneous,** including physician's visits (one visit per day), emergency room supplies and services for a medical emergency, x-rays, laboratory tests, braces and appliances, consultant fees and prescription drugs (30 day supply)

**Ambulance Service** for emergency care from the place where the Injury or Sickness occurred to the nearest Hospital

**Injections,** when administered in the physician's office

**Dental Treatment for injury to sound natural teeth**

**Mental or Nervous Benefits**

### MAJOR MEDICAL BENEFITS

Once the Basic Medical Expense Aggregate Maximum amount of \$500 has been paid, this policy will pay additional Eligible Expenses at 80% up to \$24,500 that are in excess of a \$50 Major Medical Deductible per sickness or injury. The total aggregate maximum benefit (basic and major medical) paid under this policy is \$25,000 per sickness or injury. The Major Medical Benefits will not exceed any specific per day limitations or policy year maximums listed under the Basic Medical Expense benefits. Excluded from Major Medical Benefits: 1.) mental or nervous benefits; 2.) second surgical opinions; or 3.) registered nurses services.

### Definitions (continued)

**Treatment,** cure or relief of a health condition, illness, injury or disease and not for experimental, investigational, or cosmetic purposes; (2) necessary for and appropriate to the diagnosis, Treatment, cure, or relief of a health condition, illness, injury, disease or its symptoms; (3) within generally accepted standards of medical care in the community; and 4) not solely for the convenience of the Covered Person, the Covered Person's family or the Physician or Hospital.

**Nurse:** means a person who has been registered or licensed to practice by the State Board of Nurse Examiners or other state authority in the state where he works, and who is practicing within the scope and limitation of that license. The term Nurse will not include the Covered Person or his spouse, children, brothers, sisters, or parents, or any person residing in his household.

**Outpatient Surgical Facility:** means a surgical or medical center, which has (1) permanent facilities for surgery; (2) organized medical staff of Physicians and registered graduate nurses; and (3) is authorized by law in the jurisdiction in which it is located to perform surgical services and is licensed (if no license is required, officially approved) under the law.

**Physician:** means a practitioner of the healing arts who is duly licensed in the state where he is practicing and who is treating within the scope of that license. The term physician will not include the Covered Person or his spouse, children, brothers, sisters, or parents, or any person residing in his household.

**Pre-existing Conditions:** means a condition for which a Covered person received medical Treatment, care or advice within 6 months before being insured under this policy.

**Sickness:** means illness or disease contracted and causing loss as to the Covered Person whose Sickness is the basis of the claim. Any complications or any condition arising out of a Sickness for which the Covered Person is being treated or has received Treatment will be considered as part of the original Sickness.

**Treatment:** means a specific in-office or Hospital physical examination of, or care rendered to, the Covered Person.

**Usual and Customary and Reasonable Charges:** "Usual" means those charges made by a provider for services and supplies rendered to all patients for the same or similar Injury or Sickness; "Customary" means those charges made by the majority of providers in the area for the same or similar services or supplies; "Reasonable" means those charges that do not exceed the majority of prevailing fees in the area for the same or similar services or supplies. Area means a county or larger geographically significant area as determined by the Company

### Pre-existing Condition Limitation

The Company will not pay benefits for a pre-existing Condition. This does not apply if the Covered Person has been insured under the Policy for 12 months.

This limitation applies only to those Covered Persons and Descriptions of Benefits indicated on the Schedule of Benefits