



# **Student Health Insurance Plan**

*For the Students of*  
**Franklin Pierce Law Center**  
CONCORD, NEW HAMPSHIRE

**2008–2009**

## **IMPORTANT**

Section I of this brochure is a brief summary of the Accident, Sickness and Pregnancy benefits available to the Franklin Pierce Law Center Students. The extent of coverage for each Student covered under the Basic Student Accident and Sickness Medical Insurance Plan is governed by the Master Group Policy issued to the Franklin Pierce Law Center by Commercial Travelers Mutual Insurance Company of Utica, N.Y.

**Franklin Pierce Law Center  
Concord, New Hampshire**

**BASIC STUDENTS' ACCIDENT AND  
SICKNESS MEDICAL INSURANCE**

Following are the essential provisions of the insurance which will be incorporated into a Master Policy on file in the business office. The policy is underwritten and issued by Commercial Travelers Mutual Insurance Company, Utica, N.Y. The Servicing Agent is the Richard J. Horan Agency, Box 460, Laconia, New Hampshire 03247. Claims are processed and paid by Commercial Travelers Mutual Insurance Company, Utica, NY (Claims Department: 1-800-756-3702).

When hospital or medical care is required on account of a covered injury causing loss directly and independently of all other causes and occurring while the policy is in force, or sickness first manifesting itself and causing loss commencing while the policy is in force, the eligible expense actually incurred will be paid by the insurance company subject to the following provisions.

**ACCIDENT AND SICKNESS**

The first \$250 of eligible medical expense incurred as the result of a covered Accidental Bodily Injury or Sickness (to include pregnancy) per Insured per accident or sickness is paid in full for usual and customary charges. Thereafter payment will be made at the rate of 80% for all actual eligible medical expenses incurred within 52 weeks from the date of accident or the date of first treatment for any one sickness or pregnancy up to a maximum of \$10,000 for each covered injury or sickness. Covered expenses include service of a physician, (including one Annual Physical up to \$75), surgeon, registered graduate nurse, hospital confinement\*, ambulance service for transportation to or from the hospital, use of operating room, anesthetic including the administration thereof, x-ray examination, prescribed medicines or any other therapeutic service or supplies. Payment for dental treatment necessitated by injury to sound, natural teeth is limited to \$200 per tooth treated.

\*Hospital Room and Board Payment is limited to the semiprivate room charge and for an intensive

care unit up to two times the semiprivate room charge made by the servicing hospital.

**DEPENDENT COVERAGE**

Students may elect to enroll under the plan themselves, their dependent spouse and dependent children (ages 26 and younger) who reside with the insured student. Eligible dependents receive the same coverage as Students.

**PERIOD COVERED:** September 1, 2008 to September 1, 2009 or the date the accident and sickness insurance fee payment is made after September 1, 2008 to September 1, 2009.

**NOTE:** Coverage remains in effect until September 1, 2009 even though a Student withdraws from College except when such withdrawal is to enter military service at which time coverage will cease and pro rata refund will be made upon request.

**COST OF PLAN**

September 1, 2008 to September 1, 2009

Student . . . . .	\$663 per semester
Student & Spouse . . . . .	\$1,973 per semester
Student, Spouse & Dependent Children . . .	\$2,736 per semester

**MANDATED BENEFITS**

The following benefits are mandated in the State of New Hampshire. Unless specified otherwise, all such coverage will be subject to any deductible, co-payment and co-insurance conditions of the Policy as well as all other terms and conditions applicable to any other covered sickness.

Mandated benefits include, but are not limited to: Reconstructive Breast Surgery Expense; Mammography; Non-prescription Enteral Formulas Expense; Medical or Hospital Dental Procedures for certain individuals; Bone Marrow Transplants for Breast Cancer Treatment; Scalp Hair Prosthesis; Diabetes Treatment; Outpatient Contraceptives and Contraceptive Services; Off-label Prescription Drug Coverage; Artificial Limb Expense; Mental and Emotional Disorders including Chemical Dependency and Alcoholism; Clinical Trials; Human Leukocyte Antigen Testing; and Early Intervention. See the Policy on file with the school for further details on these benefits.

## **SUBSTANCE ABUSE**

Benefits for outpatient services rendered for substance abuse shall be the same as the ratio of benefits provided for the services of physicians for any other covered illness to the fees reasonably and customarily charged for the services of such physicians for other illnesses, subject to a maximum benefit of 15 full hours of treatment per student in any consecutive 12-month period.

## **NEWBORN INFANT COVERAGE**

A newborn child of an insured, or an insured family member is covered from birth for a period of 31 days for injury or sickness, including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities. Notification of birth of newly born child and payment of an additional premium must be furnished within 31 days of the date of birth in order to have the coverage continue beyond such 31 day period. Coverage will also be provided for routine newborn care in the hospital at the rate of 80% for actual medical expenses incurred to a maximum of \$500.

## **EXCLUSIONS**

The plan provides for coverage in the majority of cases. There are certain conditions under which the insurance will not apply. These should be carefully noted.

### **The policy does not cover:**

1. Aviation, except while traveling as a passenger on a regularly scheduled flight of a passenger airline.
2. Eyeglasses, hearing aids and examination for the prescriptions or fitting thereof.
3. Elective treatment, preventive medicines, serums or vaccines.
4. War or act of war (whether declared or undeclared); service in the armed forces or units auxiliary thereto.
5. Dental care or treatment unless the result of a covered injury.
6. Injury or sickness arising out of or in the course of any employment for compensation, profit or gain.
7. Suicide, attempted suicide or intentionally self-inflicted injury.

8. Participation in an unlawful assembly, civil disobedience, riot or civil commotion.
9. Loss resulting from the use of an unprescribed drug or medicine except as stated in the substance abuse benefit.
10. Injury sustained or sickness contracted prior to the effective date of the policy, except as noted in the definitions of the terms injury, sickness and pre-existing condition.

## **ANTI-DUPLICATION PROVISION**

After the first \$250 of eligible expense, claims will be coordinated with benefits under other group insurance which the Insured Person may have so that no more than 100% of the expenses incurred will be paid by all insurances combined.

## **DEFINITIONS**

**Injury** means a bodily injury resulting directly and independently of all other causes in loss covered by the Policy, and caused by an accident sustained while the Policy is in force as to the Insured Person. Any injury for which the Insured Person has received no medical care or treatment for three (3) consecutive months ending while the Policy is in force as to the Insured Person will be covered as any other injury.

**Sickness** means sickness, pregnancy or disease which is first contracted and which causes loss commencing while the Policy is in force as to the Insured Person whose sickness is a basis of claim. Any sickness for which the Insured Person has received no medical treatment for three (3) consecutive months ending while the Policy is in force as to the Insured Person will be covered as any other sickness.

**Preexisting Injury, Sickness or Condition** means a sickness, disease or bodily injury which required medical care or treatment during the three (3) months immediately preceding the Insured Person's effective date of coverage under the Policy, unless the medical expense for treatment of such condition is incurred after the first of the following to occur: [1] a period of three (3) consecutive months ending while the Insured Person's coverage under the Policy is in force and during which the Insured Person incurred no medical care or treatment expenses in connection

with the sickness, disease or bodily injury; or [2] a period of twelve (12) consecutive months during which the Insured Person was continuously insured under the Policy; or [3] in the case of a student, a period of six (6) consecutive months during which the student was continuously insured under the Policy and was enrolled and attending school on a full-time basis.

### **CLAIM PROCEDURE**

In the event of Accident or Sickness the student should:

1. Notify the Insurance Company within 30 days of the covered accident or commencement of covered illness, or as soon thereafter as is reasonably possible.
2. Claim forms can be obtained from the Business office, or on-line from [www.commercialtravelers.com/college.html](http://www.commercialtravelers.com/college.html)  
Submit the completed claim form, together with copies of itemized bills and supporting documentation within 90 days after first treatment to Commercial Travelers. (The address is on the claim form). Be sure to retain a copy of the completed claim form and all bills and documents for your records.
3. After the first \$250 of eligible expense, coverage is excess to all other insurance. Claims must be filed with your other insurance carrier(s) prior to filing under this Plan.

Benefits provided under Section I, Basic Student Accident and Sickness Medical Insurance, are underwritten by: Commercial Travelers Mutual Insurance Company as policy form SH-H8A13-94.

### **HOW TO FILE AN APPEAL**

Once a claim is processed and upon receipt of an Explanation of Benefits (EOB), an insured student who disagrees with how a claim was processed may appeal that decision. The student must request an appeal in writing within 60 days of the date appearing on the EOB. The appeal request must include why they disagree with the way the claim was processed. The request must include any additional information they feel supports their request for appeal, e.g. medical records, physician records, etc. Please submit all appeal requests to the Claims Administrator listed on the next panel.

This is not the Policy. Rather it is a brief description of the benefits and other provisions of the Policy. The Policy is governed by the laws and regulations of the state in which it is issued. Any provisions of the Policy, as described in this brochure, that may be in conflict with the laws of the state where the school is located will be administered to conform with the requirements of that state's laws, including those relating to mandated benefits.

*Serviced by:*

**The Richard J. Horan Agency**  
P.O. Box 460 • Laconia, NH 03247  
603-524-5912 • 800-327-7567

*Underwritten and Claims Paid by:*

**Commercial Travelers  
Mutual Insurance Company**  
70 Genesee Street • Utica, NY 13502  
800-756-3702  
as policy form # SH-H8A13-94

***For a copy of the Company's Privacy Notice,  
you may go to:***

**[www.commercialtravelers.com/privacy.html](http://www.commercialtravelers.com/privacy.html)**

***or Request one from the Business Office  
at your school***

***or Request one from:***

Commercial Travelers Mutual Insurance Company  
c/o Privacy Officer  
70 Genesee Street • Utica, NY 13502  
Utica, NY 13502

***(Please indicate the school you attend  
with your written request.)***

***Representations of this plan  
must be approved by the Company.***

NOTE: The time you were covered under this plan may count as creditable coverage under State and Federal Law if you leave this plan and go to an employer's plan within sixty-three (63) days thereafter. You are eligible to receive a certification from the Company regarding the periods you were covered. Please contact The Richard J. Horan Agency if you need such certification.

Up To  
\$500,000  
Catastrophic  
Major Medical  
**SUPPLEMENT**  
(TWO PLANS AVAILABLE)

For Students  
and Dependents

Provided by:  
**The Richard Horan Agency**

2008–2009

(underwritten by National Union  
Fire Insurance Company)

**Please Note:** Coverage under this Policy does not include any Accident sustained while participating in any professional sport, semi-professional sport, intercollegiate sport, club or intramural sports contest or competition or while participating in any practice or conditioning program of a preparatory nature for such sport, contest or competition.

Up To  
\$500,000  
Major Medical  
Supplement

(TWO PLANS AVAILABLE)

Dear Students and Parents:

If you have purchased the **Basic Plan** of coverage, you are eligible to purchase this additional coverage!

Once the \$5,000 deductible has been satisfied (covered under the **Basic Plan** according to the policy provisions of that program), this plan will pay up to 80% of the usual and customary expenses for up to an additional \$25,000 or \$500,000 depending on the program selected.

Should you be interested in enrolling in either plan, please call the Richard J. Horan Agency at 1-800-327-7567 for further details.

— — — — — DETACH AND RETAIN — — — — —

**Student Insurance Identification Card  
2008–2009 • Franklin Pierce Law Center**

Name \_\_\_\_\_

School \_\_\_\_\_

Term of Insurance, From \_\_\_\_\_ To \_\_\_\_\_

*Possession of this card does not guarantee eligibility.  
The student must be enrolled in the plan.  
Eligibility is subject to verification by the Plan Administrator.*

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Local Representative  
RICHARD J. HORAN AGENCY  
P.O. Box 460  
Laconia, New Hampshire 03247  
(603) 524-5912 • (800) 327-7567