



StudentResources
805 Executive Center Drive West Suite 220
St Petersburg FL 33702

August 8, 2011

Reference: Kansas Board of Regents
2010-200118-3

Dear Policyholder:

There are several Federal Laws requiring notices of privacy practices. One such law is the Gramm-Leach-Bliley Act (GLBA) which permits banks, investment companies and insurance companies to provide financial services. This same law requires UnitedHealthcare **StudentResources**, to share in writing our attached Notice of Financial Privacy Practices with our policyholders.

We have always understood the importance of protecting the confidentiality and security of nonpublic personal information about you and your students that we may possess. We believe that we maintain appropriate physical, electronic and procedural safeguards to maintain the confidentiality and security of your nonpublic personal information. UnitedHealthcare **StudentResources** does not sell customer information or share it with outside organizations for their own marketing purposes.

Please feel free to share our Financial Privacy Practices with your students. You can also access our other Privacy Policies at our website www.uhcsr.com.

You are a valued policyholder and we thank you for choosing UnitedHealthcare **StudentResources**. We appreciate your business.

UNITEDHEALTHCARE STUDENTRESOURCES HEALTH PLAN NOTICES OF PRIVACY PRACTICES

NOTICE FOR MEDICAL INFORMATION: Pages 1 – 4
NOTICE FOR FINANCIAL INFORMATION: Pages 4- 6

MEDICAL INFORMATION PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Effective: May 1, 2011

We¹ are required by law to protect the privacy of your health information. We are also required to send you this notice, which explains how we may use information about you and when we can give out or "disclose" that information to others. You also have rights regarding your health information that are described in this notice. We are required by law to abide by the terms of this notice.

The terms "information" or "health information" in this notice include any information we maintain that reasonably can be used to identify you and that relates to your physical or mental health condition, the provision of health care to you, or the payment for such health care.

We have the right to change our privacy practices and the terms of this notice. If we make a material change to our privacy practices, we will provide to you a revised notice by direct mail or electronically as permitted by applicable law. In all cases, we will post the revised notice on your health plan website www.uhcsr.com. We reserve the right to make any revised or changed notice effective for information we already have and for information that we receive in the future.

How We Use or Disclose Information

We must use and disclose your health information to provide that information:

- To you or someone who has the legal right to act for you (your personal representative) in order to administer your rights as described in this notice; and
- To the Secretary of the Department of Health and Human Services, if necessary, to make sure your privacy is protected.

We have the right to use and disclose health information for your treatment, to pay for your health care and to operate our business. For example, we may use or disclose your health information:

- **For Payment** of premiums due us, to determine your coverage, and to process claims for health care services you receive, including for subrogation or coordination of other benefits you may have. For example, we may tell a doctor whether you are eligible for coverage and what percentage of the bill may be covered.
- **For Treatment.** We may use or disclose health information to aid in your treatment or the coordination of your care. For example, we may disclose information to your physicians or hospitals to help them provide medical care to you.
- **For Health Care Operations.** We may use or disclose health information as necessary to operate and manage our business activities related to providing and managing your health care coverage. For example, we might talk

¹This Medical Information Notice of Privacy Practices applies to the following health plans that are affiliated with UnitedHealth Group: *UnitedHealthcare StudentResources*.

to your physician to suggest a disease management or wellness program that could help improve your health or we may analyze data to determine how we can improve our services.

- **To Provide You Information on Health Related Programs or Products** such as alternative medical treatments and programs or about health-related products and services, subject to limits imposed by law.

For Reminders. We may use or disclose health information to send you reminders about your benefits or care, such as appointment reminders with providers who provide medical care to you. **We may** use or disclose your health information for the following purposes under limited circumstances:

- **As Required by Law.** We may disclose information when required to do so by law.
- **To Persons Involved With Your Care.** We may use or disclose your health information to a person involved in your care or who helps pay for your care, such as a family member, when you are incapacitated or in an emergency, or when you agree or fail to object when given the opportunity. If you are unavailable or unable to object, we will use our best judgment to decide if the disclosure is in your best interests.
- **For Public Health Activities** such as reporting or preventing disease outbreaks.
- **For Reporting Victims of Abuse, Neglect or Domestic Violence** to government authorities that are authorized by law to receive such information, including a social service or protective service agency.
- **For Health Oversight Activities** to a health oversight agency for activities authorized by law, such as licensure, governmental audits and fraud and abuse investigations.
- **For Judicial or Administrative Proceedings** such as in response to a court order, search warrant or subpoena.
- **For Law Enforcement Purposes.** We may disclose your health information to a law enforcement official for purposes such as providing limited information to locate a missing person or report a crime.
- **To Avoid a Serious Threat to Health or Safety** to you, another person, or the public, by, for example, disclosing information to public health agencies or law enforcement authorities, or in the event of an emergency or natural disaster.
- **For Specialized Government Functions** such as military and veteran activities, national security and intelligence activities, and the protective services for the President and others.
- **For Workers' Compensation** as authorized by, or to the extent necessary to comply with, state workers compensation laws that govern job-related injuries or illness.
- **For Research Purposes** such as research related to the evaluation of certain treatments or the prevention of disease or disability, if the research study meets privacy law requirements.
- **To Provide Information Regarding Decedents.** We may disclose information to a coroner or medical examiner to identify a deceased person, determine a cause of death, or as authorized by law. We may also disclose information to funeral directors as necessary to carry out their duties.
- **For Organ Procurement Purposes.** We may use or disclose information to entities that handle procurement, banking or transplantation of organs, eyes or tissue to facilitate donation and transplantation.
- **To Correctional Institutions or Law Enforcement Officials** if you are an inmate of a correctional institution or under the custody of a law enforcement official, but only if necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.
- **To Business Associates** that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. Our business associates are required, under contract with us, to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.
- **For Data Breach Notification Purposes.** We may use your contact information to provide legally-required notices of unauthorized acquisition, access, or disclosure of your health information.
- **Additional Restrictions on Use and Disclosure.** Certain federal and state laws may require special privacy protections that restrict the use and disclosure of certain health information, including highly confidential information about you. "Highly confidential information" may include confidential information under Federal laws governing alcohol and drug abuse information and genetic information as well as state laws that often protect the following types of information:

1. HIV/AIDS;
2. Mental health;
3. Genetic tests;
4. Alcohol and drug abuse;
5. Sexually transmitted diseases and reproductive health information; and
6. Child or adult abuse or neglect, including sexual assault.

If a use or disclosure of health information described above in this notice is prohibited or materially limited by other laws that apply to us, it is our intent to meet the requirements of the more stringent law. Attached to this notice is a Summary of Federal and State Laws on Use and Disclosure of Certain Types of Medical Information.

Except for uses and disclosures described and limited as set forth in this notice, we will use and disclose your health information only with a written authorization from you. Once you give us authorization to release your health information, we cannot guarantee that the person to whom the information is provided will not disclose the information. You may take back or "revoke" your written authorization at anytime in writing, except if we have already acted based on your authorization. To find out where to mail your written authorization and how to revoke an authorization, contact the phone number listed on the back of your ID card.

What Are Your Rights

The following are your rights with respect to your health information:

- **You have the right to ask to restrict** uses or disclosures of your information for treatment, payment, or health care operations. You also have the right to ask to restrict disclosures to family members or to others who are involved in your health care or payment for your health care. We may also have policies on dependent access that authorize your dependents to request certain restrictions. **Please note that while we will try to honor your request and will permit requests consistent with our policies, we are not required to agree to any restriction.**
- **You have the right to ask to receive confidential communications** of information in a different manner or at a different place (for example, by sending information to a P.O. Box instead of your home address). We will accommodate reasonable requests where a disclosure of all or part of your health information otherwise could endanger you. We will accept verbal requests to receive confidential communications, but requests to modify or cancel a previous confidential communication request must be made in writing. Mail your request to the address listed below.
- **You have the right to see and obtain a copy** of health information that may be used to make decisions about you such as claims and case or medical management records. You also may in some cases receive a summary of this health information. You must make a written request to inspect and copy your health information. Mail your request to the address listed below. In certain limited circumstances, we may deny your request to inspect and copy your health information. We may charge a reasonable fee for any copies. If we deny your request, you have the right to have the denial reviewed. If we maintain an electronic health record containing your health information, when and if we are required by law, you will have the right to request that we send a copy of your health information in an electronic format to you or to a third party that you identify. We may charge a reasonable fee for sending the electronic copy of your health information.
- **You have the right to ask to amend** information we maintain about you if you believe the health information about you is wrong or incomplete. Your request must be in writing and provide the reasons for the requested amendment. Mail your request to the address listed below. If we deny your request, you may have a statement of your disagreement added to your health information.
- **You have the right to receive an accounting** of certain disclosures of your information made by us during the six years prior to your request. This accounting will not include disclosures of information made: (i) prior to April 14, 2003; (ii) for treatment, payment, and health care operations purposes; (iii) to you or pursuant to your authorization; and (iv) to correctional institutions or law enforcement officials; and (v) other disclosures for which federal law does not require us to provide an accounting.

- **You have the right to a paper copy of this notice.** You may ask for a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You also may also obtain a copy of this notice on your health plan website www.uhcsr.com.

Exercising Your Rights

Contacting your Health Plan. If you have any questions about this notice or want to exercise any of your rights, please **call the phone number on the back of your ID card** or you may contact UnitedHealthcare StudentResources at 888-889-3822.

Submitting a Written Request. Mail to us your written requests for modifying or cancelling a confidential communication, for copies of your records, or for amendments to your record, at the following address:

Privacy Office
UnitedHealthcare StudentResources
PO Box 809025
Dallas, TX 75380-9025

Privacy Office
UnitedHealthcare StudentResources
2301 W Plano Pkwy, 3rd Floor
Plano, TX 75075

- **Filing a Complaint.** If you believe your privacy rights have been violated, you may file a complaint with us at the address listed above.

You may also notify the Secretary of the U.S. Department of Health and Human Services of your complaint. We will not take any action against you for filing a complaint.

UNITEDHEALTHCARE STUDENTRESOURCES FINANCIAL INFORMATION PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW FINANCIAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Effective May 1, 2011

We² are committed to maintaining the confidentiality of your personal financial information. For the purposes of this notice, “personal financial information” means information, other than health information, about an enrollee or an applicant for health care coverage that identifies the individual, is not generally publicly available and is collected from the individual or is obtained in connection with providing health care coverage to the individual.

Information We Collect

We collect personal financial information about you from the following sources:

- Information we receive from you on applications or other forms, such as name, address, age and Social Security number; and
- Information about your transactions with us, our affiliates or others, such as premium payment history.

Disclosure of Information

²For the purposes of this Financial Information Privacy Notice, “we” or “us” refers to UnitedHealthcare StudentResources

We do not disclose personal financial information about our enrollees or former enrollees to any third party, except as required or permitted by law.

In the course of our general business practices, we may disclose personal financial information about you or others without your permission to our corporate affiliates to provide them with information about your transactions, such as your premium payment history.

Confidentiality and Security

We restrict access to personal financial information about you to our employees and service providers who are involved in administering your health care coverage and providing services to you. We maintain physical, electronic and procedural safeguards in compliance with federal standards to guard your personal financial information. We conduct regular audits designed to ensure appropriate and secure handling and processing of our enrollees' information.

Your Right to Access and Correct Personal Information

If you reside in certain States³, you may have a right to request access to the personal financial information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions, or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information: Submit a request in writing that includes your name, address, Social Security number, telephone number, and the recorded information to which you would like access. State in the request whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To correct, amend, or delete any of your information: Submit a request in writing that includes your name, address, Social Security number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal, which you will have an opportunity to challenge.

Send written requests to access, correct, amend or delete information to:

Privacy Office
UnitedHealthcare **StudentResources**
PO Box 809025
Dallas, TX 75380-9025

Privacy Office
UnitedHealthcare **StudentResources**
2301 W Plano Pkwy, 3rd Floor
Plano, TX 75075

³ California and Massachusetts.

**UNITEDHEALTH GROUP
HEALTH PLAN NOTICE OF PRIVACY PRACTICES:
FEDERAL AND STATE AMENDMENTS**

Revised: January 1, 2011

The first part of this Notice, which provides our privacy practices for Medical Information (pages 1 - 4), describes how we may use and disclose your health information under federal privacy rules. There are other laws that may limit our rights to use and disclose your health information beyond what we are allowed to do under the federal privacy rules. The purpose of the charts below is to:

1. show the categories of health information that are subject to these more restrictive laws; and
2. give you a general summary of when we can use and disclose your health information without your consent.

If your written consent is required under the more restrictive laws, the consent must meet the particular rules of the applicable federal or state law.

Summary of Federal Laws

| | |
|--|--|
| Alcohol & Drug Abuse Information | |
| We are allowed to use and disclose alcohol and drug abuse information that is protected by federal law only (1) in certain limited circumstances, and/or disclose only (2) to specific recipients. | |
| Genetic Information | |
| We are not allowed to use genetic information for underwriting purposes. | |
| Education Records | |
| We are not permitted to disclose education records that are protected by federal law only (1) in certain limited circumstances, and/or disclose only (2) to specific recipients. | |

Summary of State Laws

| | |
|---|------------------------|
| General Health Information | |
| We are allowed to disclose general health information only (1) under certain limited circumstances, and /or (2) to specific recipients. | CA, NE, RI, VT, WA, WI |
| HMOs must give enrollees an opportunity to approve or refuse disclosures, subject to certain exceptions. | KY |
| You may be able to restrict certain electronic disclosures of such health information. | NV |
| We are not allowed to use health information for certain purposes. | CA, NH |
| Prescriptions | |
| We are allowed to disclose prescription-related information only (1) under certain limited circumstances, and /or (2) to specific recipients. | ID, NV |
| Communicable Diseases | |
| We are allowed to disclose communicable disease information only (1) under certain limited circumstances, and /or (2) to specific recipients. | AZ, IN, MI, OK |
| You may be able to restrict certain electronic disclosures of such health information. | NV |

Summary of State Laws

| Sexually Transmitted Diseases and Reproductive Health | |
|--|--|
| We are allowed to disclose sexually transmitted disease and/or reproductive health information only (1) under certain limited circumstances and/or (2) to specific recipients. | MT, NJ, WA |
| You may be able to restrict certain electronic disclosures of such health information. | NV |
| Alcohol and Drug Abuse | |
| We are allowed to use and disclose alcohol and drug abuse information (1) under certain limited circumstances, and/or disclose only (2) to specific recipients. | CT, HI, KY, IL, IN, IA, LA, MD, MA, NH, NV, WA, WI |
| Disclosures of alcohol and drug abuse information may be restricted by the individual who is the subject of the information. | WA |
| Genetic Information | |
| We are not allowed to disclose genetic information without your written consent. | CA, CO, HI, IL, KY, NY, TN |
| We are allowed to disclose genetic information only (1) under certain limited circumstances and/or (2) to specific recipients. | GA, IA, MD, MA, MO, NV, NH, NM, RI, SC, TX, UT, VT |
| Restrictions apply to (1) the use, and/or (2) the retention of genetic information. | FL, GA, IA, LA, MD, OH, SC, SD, UT, VT |
| HIV / AIDS | |
| We are allowed to disclose HIV/AIDS-related information only (1) under certain limited circumstances and/or (2) to specific recipients. | AZ, AR, CA, CT, DE, FL, HI, IL, IN, MI, MT, NY, NC, PA, PR, RI, TX, VT, WV |
| Certain restrictions apply to oral disclosures of HIV/AIDS-related information. | CT |
| You may be able to restrict certain electronic disclosures of such health information. | NV |
| Mental Health | |
| We are allowed to disclose mental health information only (1) under certain limited circumstances and/or (2) to specific recipients. | CA, CT, DC, HI, IL, IN, KY, MA, MI, PR, WA, WI |
| Disclosures may be restricted by the individual who is the subject of the information. | WA |
| Certain restrictions apply to oral disclosures of mental health information. | CT |
| Certain restrictions apply to the use of mental health information. | ME |
| Child or Adult Abuse | |
| We are allowed to use and disclose child and/or adult abuse information only (1) under certain limited circumstances, and/or disclose only (2) to specific recipients. | AL, CO, IL, LA, NE, NJ, NM, RI, TN, TX, UT, WI |
| You may be able to limit or restrict certain electronic disclosures of such health information. | NV |

UNITEDHEALTHCARE INSURANCE COMPANY

Administrative Office Address: P.O. Box 809025, Dallas, TX 75380-9025

| | | | |
|----------------------------|--|--------------------------|-------------------------|
| <u>POLICYHOLDER</u> | KANSAS STATE SYSTEM STUDENT PLAN | POLICY NUMBER | 2011-200118-3 |
| ADDRESS | KANSAS BOARD OF REGENTS OFFICE 1000 SW JACKSON ST., STE. 520 TOPEKA, KANSAS 66612-1368 | Effective Date | 2011-2012 ACADEMIC YEAR |
| | | Termination Date | 2011-2012 ACADEMIC YEAR |

PREMIUM FOR EACH INSURED PERSON

SEE APPLICATION ATTACHED

LIST OF ENDORSEMENTS ATTACHED TO AND FORMING A PART OF THIS POLICY

- COL-06OE-KS END (1)
- COL-06-KS END (5C)
- COL-06 END (7)
- COL-KS END (1) (200118)
- COL-06-KS END (RX) (200118)

UNITEDHEALTHCARE INSURANCE COMPANY

hereinafter called the Company, agrees, subject to all provisions, conditions, exclusions and limitations of this policy to pay the benefits provided by this policy for loss resulting from a cause covered by this policy. This policy is issued in consideration of the application and payment of the premiums. Premiums as specified above are payable for each Insured Person.

Non-Renewable One Year Term Insurance -- This Policy Will Not Be Renewed



President

Countersigned by _____ Licensed Resident Agent

PREMIUMS AND PREMIUM PAYMENT

The Policyholder agrees to remit the premium for each Insured Person to the Company or its authorized agent within 20 days after the receipt of the premium. The Company will have the right to examine all of the Policyholder's books and records relating to this policy at any time up to the later of 1) two years after the termination of this policy and 2) the date of final adjustment and settlement of all claims under this policy.



KANSAS BOARD OF REGENTS

1000 SW JACKSON • SUITE 520 • TOPEKA, KS 66612-1368

TELEPHONE – 785-296-3421
FAX – 785-296-0983
www.kansasregents.org

CONTRACT ADDENDUM

March 23, 2010

Addendum Number: 4

RFP Number: 061026

Item: Student Health Insurance Program for 2007-2008, 2008-2009 and 2009-2010 Academic Years

Agency: Kansas Board of Regents

Period of Contract: August 1, 2007 through midnight July 31, 2010

Contractor: UnitedHealthcare StudentResources

Conditions:

The following contractors have agreed to a contract extension to July 31, 2012, in accordance with paragraph 6 of the Contract, dated April 2, 2007, that was entered into pursuant to the Kansas Board of Regent's Request for Proposal #061026 (copy attached hereto):

**UnitedHealthcare StudentResources
Kansas Board of Regents**

There are no other changes at this time.

I (We) have read and understand this addendum and agree to the one year contract extension.

NAME OF COMPANY OR FIRM: United Healthcare/ Student Resources

SIGNED BY: [Signature]

3/29/10
Date

TITLE: VP National Sales

[Signature]
Reginald L. Robinson
President and CEO

4-13-10
Date

Approved as To
Legal Form

[Signature]
GENERAL COUNSEL
KS BD OF REGENTS

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PART I
ELIGIBILITY AND TERMINATION PROVISIONS

Eligibility: Each person who belongs to one of the "Classes of Persons To Be Insured" as set forth in the Application is eligible to be insured under this policy. The Named Insured must actively attend classes for at least the first 31 days after the date for which coverage is purchased. Home study, correspondence, Internet and television (TV) courses do not fulfill the eligibility requirements that the Named Insured actively attend classes. The Company maintains its 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.

The eligibility date for Dependents of the Named Insured (as defined) shall be determined in accordance with the following:

- 1) If a Named Insured has Dependents on the date he or she is eligible for insurance; or
- 2) If a Named Insured acquires a Dependent after the Effective Date, such Dependent becomes eligible:
 - (a) On the date the Named Insured marries the Dependent; or
 - (b) On the date the Named Insured acquires a dependent child who is within the limits of a dependent, unmarried child set forth in the "Definitions" section of this policy.

Dependent eligibility expires concurrently with that of the Named Insured.

Eligible persons may be insured under this policy subject to the following:

- 1) Payment of premium as set forth on the policy application; and,
- 2) Application to the Company for such coverage.

Effective Date: Insurance under this policy shall become effective on the later of the following dates:

- 1) The Effective Date of the policy; or
- 2) The date premium is received by the Administrator.

Dependent coverage will not be effective prior to that of the Named Insured.

Termination Date: The coverage provided with respect to the Named Insured shall terminate on the earliest of the following dates:

- 1) The last day of the period through which the premium is paid; or
- 2) The date the policy terminates.

The coverage provided with respect to any Dependent shall terminate on the earliest of the following dates:

- 1) The last day of the period through which the premium is paid;
- 2) The date the policy terminates; or
- 3) The date the Named Insured's coverage terminates.

PART II
GENERAL PROVISIONS

ENTIRE CONTRACT CHANGES: This policy, including the endorsements, attached papers, and the application, if any, of the Policyholder and the Insured Person shall constitute the entire contract between the parties. Any statement made by the Policyholder or by an Insured Person shall in absence of fraud, be deemed a representation and not a warranty and that no such statement shall be used in defense to a claim under this policy, unless contained in a written application.

The Insured, his or her beneficiary, or assignee, shall have the right to make written request to the Company for a copy of such application, and we shall within fifteen (15) days after receipt of such request at our home office or any branch office, deliver or mail to the person making such request, a copy of the application. If such copy is not delivered or mailed, we shall be precluded from introducing such application as evidence in any action based upon or involving any statements contained therein.

No agent has authority to change this policy or to waive any of its provisions. No change in the policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto.

PAYMENT OF PREMIUM: All premiums are payable in advance for each policy term in accordance with the Company's premium rates. The full premium must be paid even if the correct premium is received after the policy Effective Date. There is no pro-rata or reduced premium payment for late enrollees. There will be no refunds to students who cancel coverage under the policy; unless the Insured enters the armed forces.

Premium adjustments involving return of unearned premiums to the Policyholder will be limited to a period of 12 months immediately preceding the date of receipt by the Company of evidence that adjustments should be made. Premiums are payable to the Company, P.O. Box 809025, Dallas, Texas 75380-9025.

NOTICE OF CLAIM: Written notice of claim must be given to the Company within 90 days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Named Insured to the Company, P.O. Box 809025, Dallas, Texas 75380-9025 with information sufficient to identify the Named Insured shall be deemed notice to the Company.

CLAIM FORMS: Claim forms are not required.

PROOF OF LOSS: Written proof of loss must be furnished to the Company at its said office within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to furnish proof. In no event except in the absence of legal capacity shall written proofs of loss be furnished later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIM: Indemnities payable under this policy for any loss will be paid upon receipt of due written proof of such loss.

PAYMENT OF CLAIMS: All benefits are payable to the Insured, or to their designated beneficiary or beneficiaries, or to their estate, except that if the person insured be a minor, such benefits may be made payable to their parents, guardian, or other person actually supporting them. Subject to any written direction of the Insured, all or a portion of any benefits payable under this policy may be paid directly to the Hospital, Physician or person rendering the service or treatment. Any payment made by us in good faith pursuant to this provision shall fully discharge us to the extent of such payment.

PHYSICAL EXAMINATION: As a part of Proof of Loss, the Company at its own expense shall have the right and opportunity: 1) to examine the person of any Insured Person when and as often as it may reasonably require during the pendency of a claim; and, 2) to have an autopsy made in case of death where it is not forbidden by law. The Company has the right to secure a second opinion regarding treatment or hospitalization. Failure of an Insured to present himself or herself for examination by a Physician when requested shall authorize the Company to: (1) withhold any payment of Covered Medical Expenses until such examination is performed and Physician's report received; and (2) deduct from any amounts otherwise payable hereunder any amount for which the Company has become obligated to pay to a Physician retained by the Company to make an examination for which the Insured failed to appear. Said deduction shall be made with the same force and effect as a Deductible herein defined.

GENERAL PROVISIONS (Continued)

LEGAL ACTIONS: No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proofs of loss have been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of 5 years after the time written proofs of loss are required to be furnished.

MEMORANDUM OF COVERAGE: A Memorandum of Coverage shall be issued as required by K.S.A. 40-2210(C).

PART III DEFINITIONS

ADOPTED CHILD means the adopted child placed with an Insured while that person is covered under this policy. Such child will be covered from the moment of placement for the first 31 days. The Pre-existing Conditions limitation will not apply to an adoptive child. The Insured must notify the Company, in writing, of the adopted child not more than 30 days after placement or adoption.

In the case of a newborn adopted child, coverage begins at the moment of birth if a written agreement to adopt such child has been entered into by the Insured prior to the birth of the child, whether or not the agreement is enforceable. However, coverage will not continue to be provided for an adopted child who is not ultimately placed in the Insured's residence.

The Insured will have the right to continue such coverage for the child beyond the first 31 days. To continue the coverage the Insured must, within the 31 days after the child's date of placement: 1) apply to us; and 2) pay the required additional premium, if any, for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 31 days after the child's date of placement.

COINSURANCE means the percentage of the allowable charge for a covered service at which payment is made after any applicable Deductible or Copayment amounts have been satisfied.

COMPLICATION OF PREGNANCY means a condition: 1) caused by pregnancy; 2) requiring medical treatment prior to, or subsequent to termination of pregnancy; 3) the diagnosis of which is distinct from pregnancy; and 4) which constitutes a classifiably distinct complication of pregnancy. A condition simply associated with the management of a difficult pregnancy is not considered a complication of pregnancy. The term "complication of pregnancy" includes non-elective cesarean section; therapeutic abortion; ectopic pregnancy which is terminated; spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible; hyperemesis gravidarum; and, pre-eclampsia.

COPAYMENT OR COPAY means the amount to be paid by the Insured before benefits can be provided for a covered service. A Copayment is required each time a specific service such as a lab test is provided. A Copayment does not accumulate toward a specified maximum.

COVERED MEDICAL EXPENSES means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the maximum benefit amount payable per service as specified in the Schedule of Benefits; 3) made for services and supplies not excluded under the policy; 4) made for services and supplies which are a Medical Necessity; 5) made for services included in the Schedule of Benefits; and 6) in excess of the amount stated as a Deductible, if any.

DEDUCTIBLE means if an amount is stated in the Schedule of Benefits or any endorsement to this policy as a Deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The Deductible will apply per policy year or per occurrence (for each Injury or Sickness) as specified in the Schedule of Benefits.

DEPENDENT means the spouse (husband or wife) of the Named Insured and their dependent, unmarried children. Children shall cease to be dependent on the first to occur of:

- 1) The end of the month in which they marry; or,
- 2) The end of the month in which they attain the age of nineteen (19) years.

The attainment of the limiting age will not operate to terminate the coverage of such child while the child is and continues to be both:

- 1) Incapable of self-sustaining employment by reason of mental retardation or physical handicap; and,
- 2) Chiefly dependent upon the Insured Person for support and maintenance.

DEFINITIONS (Continued)

Proof of such incapacity and dependency shall be furnished to the Company: 1) by the Named Insured; and, 2) within 31 days of the child's attainment of the limiting age. Subsequently, such proof must be given to the Company annually following the child's attainment of the limiting age.

If a claim is denied under the policy because the child has attained the limiting age for dependent children, the burden is on the Insured Person to establish that the child is and continues to be handicapped as defined by subsections (1) and (2).

ELECTIVE AND EXPERIMENTAL SURGERY OR TREATMENT means those health care services or supplies that do not meet the health care need for a Sickness or Injury. Elective surgery or elective treatment includes any service, treatment or supplies that: 1) are deemed by the Company to be research or experimental; or 2) are not recognized and generally accepted medical practices in the United States.

HOSPITAL means a licensed or properly accredited general hospital which: 1) is open at all times; 2) is operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients; 3) is under the supervision of a staff of one or more legally qualified Physicians available at all times; 4) continuously provides on the premises 24 hour nursing service by Registered Nurses; 5) provides organized facilities for diagnosis and major surgery on the premises; and 6) is not primarily a clinic, nursing, rest or convalescent home.

HOSPITAL CONFINED/HOSPITAL CONFINEMENT means confined in a Hospital for at least 18 hours by reason of an Injury or Sickness for which benefits are payable.

INJURY means bodily injury which is: 1) directly and independently caused by specific accidental contact with another body or object; 2) unrelated to any pathological, functional, or structural disorder; 3) a source of loss; 4) treated by a Physician within 30 days after the date of accident; and 5) sustained while the Insured Person is covered under this policy. All injuries sustained in one accident, including all related conditions and recurrent symptoms of these injuries will be considered one injury. Injury does not include loss which results wholly or in part, directly or indirectly, from disease or other bodily infirmity. Covered Medical Expenses incurred as a result of an injury that occurred prior to this policy's Effective Date will be considered a Sickness under this policy.

INSURED PERSON means: 1) the Named Insured; and, 2) Dependents of the Named Insured, if: 1) the Dependent is properly enrolled in the program, and 2) the appropriate dependent premium has been paid. The term "Insured" also means Insured Person.

INTENSIVE CARE means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the Intensive Care Unit. Intensive Care does not mean any of these step-down units:

- 1) Progressive care;
- 2) Sub-acute intensive care;
- 3) Intermediate care units;
- 4) Private monitored rooms;
- 5) Observation units; or
- 6) Other facilities which do not meet the standards for Intensive Care.

MEDICAL EMERGENCY means the occurrence of a sudden, serious and unexpected Sickness or Injury. In the absence of immediate medical attention, a reasonable person could believe this condition would result in:

- 1) Death;
- 2) Placement of the Insured's health in jeopardy;
- 3) Serious impairment of bodily functions;
- 4) Serious dysfunction of any body organ or part; or
- 5) In the case of a pregnant woman, serious jeopardy to the health of the fetus.

Expenses incurred for "Medical Emergency" will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor Injuries or minor Sicknesses.

DEFINITIONS (Continued)

MEDICAL NECESSITY means those services or supplies provided or prescribed by a Hospital or Physician which are:

- 1) Essential for the symptoms and diagnosis or treatment of the Sickness or Injury;
- 2) Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury;
- 3) In accordance with the standards of good medical practice; and,
- 4) The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being Hospital Confined means that: 1) the Insured requires acute care as a bed patient; and, 2) the Insured cannot receive safe and adequate care as an outpatient.

This policy only provides payment for services, procedures and supplies which are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Hospital Confinement.

MENTAL AND NERVOUS DISORDER means a Sickness that is a mental, emotional or behavioral disorder. If not excluded or defined elsewhere in the policy, all diagnoses classified as a "Mental Disorder" according to the (International Classification of Diseases) are considered one Sickness.

NAMED INSURED means an eligible, registered student of the Policyholder, if: 1) the student is properly enrolled in the program; and 2) the appropriate premium for coverage has been paid.

NEWBORN INFANT means any child born of an Insured while that person is insured under this policy. Newborn Infants will be covered under the policy for the first 31 days after birth. Coverage for such a child will be for Injury or Sickness, including medically diagnosed congenital defects, birth abnormalities, prematurity and nursery care; benefits will be the same as for the Insured Person who is the child's parent.

The Insured will have the right to continue such coverage for the child beyond the first 31 days. To continue the coverage the Insured must, within the 31 days after the child's birth: 1) apply to us; and 2) pay the required additional premium, if any, for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 31 days after the child's birth.

PHYSICIAN means a health care provider who is: 1) duly licensed under the Kansas healing arts act; 2) acting within his/her lawful scope of practice; and 3) not a member of the Insured Person's immediate family.

The term "member of the immediate family" means any person related to an Insured Person within the third degree by the laws of consanguinity or affinity.

PHYSIOTHERAPY means any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage administered by a Physician.

PRE-EXISTING CONDITION means 1) the existence of symptoms within the 180 days immediately prior to the Insured's effective date under the policy; 2) any condition which originates, is diagnosed, treated or recommended for treatment within the 180 days immediately prior to the Insured's effective date under the policy. The Pre-existing exclusion is not applicable to pregnancy.

PRESCRIPTION DRUGS means: 1) prescription legend drugs; 2) compound medications of which at least one ingredient is a prescription legend drug; 3) any other drugs which under the applicable state or federal law may be dispensed only upon written prescription of a Physician; and 4) injectable insulin.

PSYCHOTHERAPY means the treatment of a Mental and Nervous Disorder.

REGISTERED NURSE means a professional nurse (R.N.) who is not a member of the Insured Person's immediate family.

DEFINITIONS *(Continued)*

SICKNESS means sickness or disease of the Insured Person which causes loss, and originates while the Insured Person is covered under this policy. All related conditions and recurrent symptoms of the same or a similar condition will be considered one sickness. Covered Medical Expenses incurred as a result of an Injury that occurred prior to this policy's Effective Date will be considered a sickness under this policy.

SOUND, NATURAL TEETH means natural teeth, the major portion of the individual tooth is present, regardless of fillings or caps; and is not carious, abscessed, or defective.

USUAL AND CUSTOMARY CHARGES means a reasonable charge which is: 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the locality of the Policyholder. No payment will be made under this policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges. The data that is used to determine the Usual and Customary Charges is updated at least every six months.

PART IV

EXTENSION OF BENEFITS AFTER TERMINATION

The coverage provided under this policy ceases on the Termination Date. However, if an Insured is Hospital Confined on the Termination Date from a covered Injury or Sickness for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury or Sickness will continue to be paid as long as the condition continues but not to exceed 30 days after the Termination Date.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the Maximum Benefit.

**PART IV
EXTENSION OF BENEFITS AFTER TERMINATION**

The coverage provided under this policy ceases on the Termination Date. However, if an Insured is Hospital Confined on the Termination Date from a covered Injury or Sickness for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury or Sickness will continue to be paid as long as the condition continues but not to exceed 30 days after the Termination Date.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the Maximum Benefit.

**PART V
CONTINUATION BENEFITS**

Insureds may pay for continuing coverage for a maximum of up to 18 months due to loss of appointment. There are certain instances that may permit an insured to receive a maximum of 36 months coverage. The Insured has a right to choose to continue benefits as long as the school maintains a plan with our Company. The Insured must exercise this right within 60 days of termination by calling the Company at 1-888-344-6104. Upon request a Certificate of prior creditable coverage will be provided when an employee or their dependent ceases to be covered under this policy.

**PART VI
SCHEDULE OF BENEFITS
MEDICAL EXPENSE BENEFITS
KANSAS STATE SYSTEM - GTA, GRA, GA.
2011-200118-3
INJURY & SICKNESS**

| | |
|---|--|
| Maximum Benefit | \$100,000 (For Each Injury or Sickness) Per Policy Year |
| Student Deductible | \$250 (Per Policy Year) |
| Dependent Deductible | \$500 (Per Insured Person) (Per Policy Year) |
| Student Preferred Provider Coinsurance | 80% except as noted below |
| Dependent Preferred Provider Coinsurance | 70% except as noted below |
| Student Out-of-Network Coinsurance | 60% except as noted below |
| Dependent Out-of-Network Coinsurance | 50% except as noted below |

Preferred Providers in your local school area are members of the UnitedHealthcare Choice Plus PPO Network. Additionally, for Pittsburg State University students, Mount Carmel Regional Medical Center is a Preferred Provider.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If a Preferred Provider is not available in the Network Area, benefits will be paid at the level of benefits shown as Preferred Provider benefits. If the Covered Medical Expense is incurred due to a Medical Emergency, benefits will be paid at the In-Network Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Benefits will be paid up to the Maximum Benefit for each service scheduled below. After the Deductible has been satisfied, benefits will be paid as listed for the Provider selected. Maximum total benefits are \$100,000 for each Injury or Sickness, Per Policy Year.

Usual and Customary Charges will be calculated based on the 80th percentile of FAIR Health, Inc.

The Deductible will be waived and benefits paid at 100% for treatment rendered for Covered Medical Expenses at the Student Health Center. A \$5 copay will apply for all lab procedures and X-Rays (except as noted below) at the Student Health Center. The outpatient Prescription Drug Per Policy Year benefit of \$1,000 applies at the Student Health Center.

All benefit maximums are combined Preferred Provider and Out-of-Network, unless noted below. The Benefits payable are as defined in and subject to all provisions of this Policy and any endorsements thereto.

| Inpatient | Preferred Provider | Out-of-Network |
|--|----------------------------|-----------------------------|
| Room & Board: | Preferred Allowance | Usual and Customary Charges |
| Hospital Miscellaneous: | Preferred Allowance | Usual and Customary Charges |
| Intensive Care: | Paid under Room & Board | Paid under Room & Board |
| Routine Newborn Care: (4 days Hospital Confinement expense maximum) | Paid as any other Sickness | Paid as any other Sickness |
| Physiotherapy: | Paid under Hospital Misc. | Paid under Hospital Misc. |
| Surgery: (Specified surgery based on data provided by FAIR Health, Inc.) | Preferred Allowance | Usual and Customary Charges |
| Assistant Surgeon: | Preferred Allowance | Usual and Customary Charges |
| Anesthetist: | Preferred Allowance | Usual and Customary Charges |
| Registered Nurse's Services: | Preferred Allowance | Usual and Customary Charges |
| Physician's Visits: | Preferred Allowance | Usual and Customary Charges |
| Pre-admission Testing: | Preferred Allowance | Usual and Customary Charges |
| Psychotherapy: See Benefits for Mental Illness, Alcoholism, Drug Abuse or Substance Use Disorders | Paid as any other Sickness | Paid as any other Sickness |

PART VI (continued)
SCHEDULE OF BENEFITS
MEDICAL EXPENSE BENEFITS
KANSAS STATE SYSTEM - GTA, GRA, GA.
2011-200118-3
INJURY & SICKNESS

| Outpatient | Preferred Provider | Out-of-Network |
|--|--|--|
| Surgery: (Specified surgery based on data provided by FAIR Health, Inc.) | Preferred Allowance | Usual and Customary Charges |
| Day Surgery Miscellaneous: (Day Surgery Miscellaneous charges are based on the Outpatient Surgical Facility Charge Index.) | Preferred Allowance | Usual and Customary Charges |
| Assistant Surgeon: | Preferred Allowance | Usual and Customary Charges |
| Anesthetist: | Preferred Allowance | Usual and Customary Charges |
| Physician's Visits: | Preferred Allowance | Usual and Customary Charges |
| Physiotherapy: (\$1,000 maximum Per Policy Year) (No maximum when following surgery or Hospital Confinement.) | Preferred Allowance | Usual and Customary Charges |
| Medical Emergency: | Preferred Allowance/\$100 copay per visit | Usual and Customary Charges/\$100 Deductible per visit |
| <i>(\$100 copay/Deductible per visit is in addition to the Policy Deductible. The \$100 copay/Deductible will be waived if admitted to the Hospital.)</i> | | |
| X-rays: (Benefits are payable at 100% for a chest x-ray as a result of a positive TB test required by the school, not subject to the Deductible, \$5 copay or Pre-existing Condition.) | Preferred Allowance | Usual and Customary Charges |
| Radiation Therapy: | Preferred Allowance | Usual and Customary Charges |
| Laboratory: | Preferred Allowance | Usual and Customary Charges |
| Tests and Procedures: (Benefits provided for a TB test required by the school are payable at 100%. This benefit is not subject to the Deductible, \$5 copay or Pre-existing Condition.) | Preferred Allowance | Usual and Customary Charges |
| Injections: | Preferred Allowance | Usual and Customary Charges |
| Chemotherapy: | Preferred Allowance | Usual and Customary Charges |
| Psychotherapy: See Benefits for Mental Illness, Alcoholism, Drug Abuse or Substance Use Disorders | Paid as any other Sickness | Paid as any other Sickness |
| Prescription Drugs: (\$1,000 maximum Per Policy Year) (Prescriptions must be filled at the SHC or a UnitedHealthcare Network Pharmacy (UHPS) participating pharmacy. Birth control means dispensed at the SHC are covered up to \$15/month. This monthly coverage can be aggregated for means that provide protection for more than 30 days such as Depo Provera. The Deductible does not apply.) | Student Health Center: \$5 copay per prescription for generic prescriptions / 30% coinsurance for brand name prescriptions UnitedHealthcare Network Pharmacy (UHPS): \$15 copay per prescription for Tier 1 / 30% coinsurance for Tier 2. Up to a 31 day supply per prescription. | No Benefits. Prescriptions must be filled at the Student Health Center or a UHPS participating pharmacy. |
| Other | Preferred Provider | Out-of-Network |
| Ambulance: | Preferred Allowance | Usual and Customary Charges |
| Durable Medical Equipment: | Preferred Allowance | Usual and Customary Charges |
| Consultant: | Preferred Allowance | Usual and Customary Charges |
| Dental: (Injury to Sound, Natural Teeth only.) | Usual and Customary Charges | Usual and Customary Charges |
| Alcoholism/Drug Abuse: See Benefits for Mental Illness, Alcoholism, Drug Abuse or Substance Use Disorders | Paid as any other Sickness | Paid as any other Sickness |
| Maternity: | Paid as any other Sickness | Paid as any other Sickness |
| Elective Abortion: | No Benefits | No Benefits |
| Complications of Pregnancy: | Paid as any other Sickness | Paid as any other Sickness |
| Repatriation: | Benefits provided by Scholastic Emergency Services | Benefits provided by Scholastic Emergency Services |
| Medical Evacuation: | Benefits provided by Scholastic Emergency Services | Benefits provided by Scholastic Emergency Services |

PART VI (continued)
SCHEDULE OF BENEFITS
MEDICAL EXPENSE BENEFITS
KANSAS STATE SYSTEM - GTA, GRA, GA.
2011-200118-3
INJURY & SICKNESS

MAJOR MEDICAL

Maximum Benefit

No Benefits

SHC Referral Required: Yes () No (X)

Conversion Permitted: Yes () No (X)

***Pre-Admission Notification:** Yes (X) No ()

() **52 week Benefit Period** or (X) **Extension of Benefits**

Other Insurance: (X) ***Coordination of Benefits** () **Primary Insurance**

*If benefit is designated, see endorsement attached.

PART VI (Continued)
SCHEDULE OF BENEFITS
MEDICAL EXPENSE BENEFITS
KANSAS STATE SYSTEM - GTA, GRA, GA.
2011-200118-3
INJURY & SICKNESS

PREFERRED PROVIDER INFORMATION

“Preferred Providers” are the Physicians, Hospitals and other health care providers who have contracted to provide specific medical care at negotiated prices. Preferred Providers in your local school area are members of the UnitedHealthcare Choice Plus PPO Network. Additionally, for Pittsburg State University students, Mount Carmel Regional Medical Center is a Preferred Provider.

The availability of specific providers is subject to change without notice. Insured’s should always confirm that a Preferred Provider is participating at the time services are required by calling us at 1-888-344-6104, on the website at www.uhcsr.com and/or by asking the provider when making an appointment for services.

“Preferred Allowance” means the amount a Preferred Provider will accept as payment in full for Covered Medical Expenses.

“Out of Network” providers have not agreed to any prearranged fee schedules. Insureds may incur significant out-of-pocket expenses with these providers. Charges in excess of the insurance payment are the Insureds responsibility.

“Network Area” means the 40 mile radius around the local school campus the Named Insured is attending.

Regardless of the provider, each Insured is responsible for the payment of their Deductible. The Deductible must be satisfied before benefits are paid. The Company will pay according to the benefit limits in the Schedule of Benefits.

Inpatient Hospital Expenses

PREFERRED HOSPITALS - Eligible inpatient Hospital expenses at a Preferred Hospital will be paid at the coinsurance levels specified on the Schedule of Benefits, up to any limits specified in the Schedule of Benefits. Call 1-888-344-6104 for information about Preferred Hospitals.

OUT-OF-NETWORK HOSPITALS - If care is provided at a Hospital that is not a Preferred Provider, eligible inpatient Hospital expenses will be paid according to the benefit limits in the Schedule of Benefits.

Outpatient Hospital Expenses

Preferred Providers may discount bills for outpatient Hospital expenses. Benefits are paid according to the Schedule of Benefits. Insureds are responsible for any amounts that exceed the benefits shown in the Schedule, up to the Preferred Allowance.

Professional & Other Expenses

Benefits for Covered Medical Expenses provided by a Preferred Provider will be paid at the coinsurance levels specified on the Schedule of Benefits or up to any limits specified in the Schedule of Benefits. All other providers will be paid according to the benefit limits in the Schedule of Benefits.

PART VII
MEDICAL EXPENSE BENEFITS - INJURY AND SICKNESS

Benefits are payable for Covered Medical Expenses (see "Definitions") less any Deductible incurred by or for an Insured Person for loss due to Injury or Sickness subject to: a) the Maximum Benefit for all services; b) the maximum amount for specific services; both as set forth in the Schedule of Benefits; and c) any coinsurance amount set forth in the Schedule of Benefits or any endorsement hereto. The total payable for all Covered Medical Expenses shall never exceed the Maximum Benefit stated in the Schedule of Benefits. Read the "Definitions" section and the "Exclusions and Limitations" section carefully.

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits or for any matter described in "Exclusions and Limitations."

If a benefit is designated, Covered Medical Expenses include:

1. **Room and Board Expense:** 1) daily semi-private room rate when Hospital Confined; and 2) general nursing care provided and charged for by the Hospital.
2. **Intensive Care:** If provided in the Schedule of Benefits.
3. **Hospital Miscellaneous Expenses:** 1) while Hospital Confined; or 2) as a precondition for being Hospital Confined. Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests, including pap smears; X-ray examinations, including mammograms; anesthesia; drugs (excluding take home drugs) or medicines; therapeutic services; and supplies. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
4. **Routine Newborn Care:** 1) while Hospital Confined; and 2) routine nursery care provided immediately after birth. The benefits and the maximum amounts are specified in the Schedule of Benefits.
5. **Physiotherapy (Inpatient):** See Schedule of Benefits.
6. **Surgery:** Physician's fees for inpatient surgery. Payment will be made based upon the surgical schedule as specified in the Schedule of Benefits. Covered Medical Expenses will be paid under this inpatient surgery benefit; or under the outpatient surgery benefit, but not both. 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 50% of the second procedure and 50% of all subsequent procedures.
7. **Assistant Surgeon Fees:** in connection with inpatient surgery, if provided in the Schedule of Benefits.
8. **Anesthetist Services:** professional services administered in connection with inpatient surgery.
9. **Registered Nurse's Services:** 1) private duty nursing care only; 2) while Hospital Confined; 3) ordered by a licensed Physician; and 4) a Medical Necessity. General nursing care provided by the Hospital is not covered under this benefit.
10. **Physician's Visits:** when Hospital Confined. Benefits are limited to one visit per day. Benefits do not apply when related to surgery. Covered Medical Expenses will be paid under the inpatient benefit or under the outpatient benefit for Physician's Visits, but not both on the same day.
11. **Pre-admission Testing:** limited to routine tests such as: complete blood count; urinalysis; and chest X-rays. If otherwise payable under the policy, major diagnostic procedures such as: cat-scans; NMR's; and blood chemistries will be paid under the "Hospital Miscellaneous" benefit. This benefit is payable within 3 working days prior to admission.
12. **Psychotherapy (Inpatient):** the benefits and the maximum amounts are specified in the Schedule of Benefits and endorsement attached hereto, if so noted in the Schedule of Benefits. Benefits are limited to one visit per day.
13. **Surgery (Outpatient):** Physician's fees for outpatient surgery. Payment will be made based upon the surgical schedule as specified in the Schedule of Benefits. Covered Medical Expenses will be paid under this outpatient surgery benefit; or under the inpatient surgery benefit, but not both. 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 50% of the second procedure and 50% of all subsequent procedures.

MEDICAL EXPENSE BENEFITS - INJURY AND SICKNESS (Continued)

14. **Day Surgery Miscellaneous (Outpatient):** in connection with outpatient day surgery; excluding non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic. Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests and X-ray examinations, including professional fees; anesthesia; drugs or medicines; therapeutic services; and supplies.
15. **Assistant Surgeon Fees (Outpatient):** in connection with outpatient surgery, if provided in the Schedule of Benefits.
16. **Anesthetist (Outpatient):** professional services administered in connection with outpatient surgery.
17. **Outpatient Miscellaneous Benefit:** outpatient Hospital and Physician services. Outpatient services payable under this benefit will be designated "Paid under Outpatient Miscellaneous Benefit" in the Schedule of Benefits.
18. **Physician's Visits (Outpatient):** benefits are limited to one visit per day. Benefits do not apply when related to surgery or Physiotherapy. Covered Medical Expenses will be paid under the outpatient benefit or under the inpatient benefit for Physician's Visits, but not both on the same day.
19. **Physiotherapy (Outpatient):** benefits are limited to one visit per day.
20. **Medical Emergency Expenses (Outpatient):** only in connection with a Medical Emergency as defined. Benefits will be paid for the attending Physician's charges, X-rays, laboratory procedures, injections, the use of the emergency room and supplies. Treatment must be rendered within 72 hours from time of Injury or first onset of Sickness.
21. **Diagnostic X-ray Services (Outpatient):** coverage shall include benefits for mammograms under this benefit when performed by or at the direction of a Physician. Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 70000 - 79999 inclusive.
22. **Radiation Therapy (Outpatient):** See Schedule of Benefits.
23. **Laboratory Procedures (Outpatient):** coverage shall include benefits for pap smears under this benefit when performed by or at the direction of a Physician. Laboratory Procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 80000 - 89999 inclusive.
24. **Tests and Procedures (Outpatient):** 1) diagnostic services and medical procedures; 2) performed by a Physician; 3) excluding Physician's Visits; Physiotherapy; X-Rays; and Laboratory Procedures.
25. **Injections (Outpatient):** 1) when administered in the Physician's office; and 2) charged on the Physician's statement.
26. **Chemotherapy (Outpatient):** See Schedule of Benefits.
27. **Prescription Drugs (Outpatient):** See Schedule of Benefits.
28. **Psychotherapy (Outpatient):** the benefits and the maximum amounts are specified in the Schedule of Benefits and endorsement attached hereto, if so noted in the Schedule of Benefits. Benefits are limited to one visit per day.
29. **Ambulance Services:** See Schedule of Benefits.
30. **Durable Medical Equipment:** 1) when prescribed by a Physician; and 2) a written prescription accompanies the claim when submitted. Replacements are never covered. Durable medical equipment includes equipment that: 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury or Sickness. No benefits will be paid for rental charges in excess of purchase price.
31. **Consultant Physician Fees:** when requested and approved by the attending Physician.
32. **Dental Treatment:** 1) performed by a Physician; and, 2) made necessary by Injury to Sound, Natural Teeth. Routine dental care and treatment to the gums are not covered.

MEDICAL EXPENSE BENEFITS - INJURY AND SICKNESS *(Continued)*

33. **Alcoholism/Drug Abuse Treatment:** the benefits and the maximum amounts are specified in the Schedule of Benefits and endorsement attached hereto, if so noted in the Schedule of Benefits.
34. **Maternity:** Same as any other Sickness.
35. **Complications of Pregnancy:** Same as any other Sickness.
36. **Repatriation:** If the Insured dies while insured under the Policy; benefits will be paid for: 1) preparing; and 2) transporting the remains of the deceased's body to his home country. This benefit is limited to the maximum benefit specified in the Schedule of Benefits. No additional benefits will be paid under Basic or Major Medical coverage.
37. **Medical Evacuation:** 1) when Hospital Confined for at least five consecutive days; and 2) when recommended and approved by the attending Physician. Benefits will be paid for the evacuation of the Insured to his home country. This benefit is limited to the maximum benefit specified in the Schedule of Benefits. No additional benefits will be paid under Basic or Major Medical coverage.

**PART VIII
MANDATED BENEFITS**

BENEFITS FOR OSTEOPOROSIS

Benefits will be paid the same as any other Sickness for Insureds with a condition or medical history for which bone mass measurement is medically necessary. Benefits include services for the diagnosis, treatment and management of osteoporosis when provided by a Physician.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations or any other provisions of the policy.

BENEFITS FOR CYTOLOGIC SCREENING AND MAMMOGRAPHY

Benefits will be paid the same as any other Sickness for mammograms, cytologic screening, or (pap) smears when performed at the direction of a Physician.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations or any other provisions of the policy.

BENEFITS FOR BREAST RECONSTRUCTION FOLLOWING A MASTECTOMY

Benefits will be paid the same as any other Sickness for Insureds who elect breast reconstruction in connection with a mastectomy. Benefits include:

- (1) reconstruction of the breast on which the mastectomy was performed;
- (2) surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- (3) prostheses and physical complications in all stages of mastectomy, including lymphedemas.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations or any other provisions of the policy.

BENEFITS FOR MENTAL ILLNESS, ALCOHOLISM, DRUG ABUSE OR SUBSTANCE USE DISORDERS

Benefits will be paid the same as any other Sickness for the diagnosis and treatment of mental illnesses and alcoholism, drug abuse or other substance use disorders.

For the purposes of this benefit, "mental illness, alcoholism, drug abuse or substance use" means any disorder as such terms are defined in the most recent edition of the diagnostic and statistical manual of mental disorders of the American psychiatric association.

Benefits will be provided for treatment in a medical care facility licensed under the provisions of K.S.A. 65-429 and amendments thereto, treatment facilities licensed under K.S.A. 65-4605 and amendments thereto, a community mental health center or clinic licensed under the provisions of K.S.A. 75-3307b and amendments thereto, a psychiatric hospital licensed under the provisions of K.S.A. 75-3307b and amendments thereto or by a Physician or psychologist licensed to practice under the laws of the state of Kansas.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations or any other provisions of the policy except the maximum benefit will be the same as the policy maximum benefit.

BENEFITS FOR CANCER CLINICAL TRIALS

Benefits will be paid the same as any other Sickness for Routine Patient Care Costs for an Insured who has been diagnosed with cancer and accepted into a phase I, phase II, phase III, or phase IV clinical trial for cancer and the treating Physician determines that participation in the clinical trial has a meaningful potential to benefit the Insured.

"Routine patient care costs" means those costs associated with the provision of health care services, including, items, devices, treatments, diagnostics, and services that would typically be covered in the policy for patients not participating in a clinical trial.

BENEFITS FOR CANCER CLINICAL TRIALS *(Continued)*

“Routine patient care costs” shall not include the costs associated with the provision of any of the following:

- (1) Drugs or devices that have not been approved by the federal food and drug administration and that are associated with the clinical trial;
- (2) Services other than health care services, including travel, housing, companion expense, other non-clinical expenses that an Insured could require as a result of the treatment being provided for purposes of the clinical trial;
- (3) Any item or service that is provided solely to satisfy data collection and analysis needs and that is not used in the clinical management of the patient;
- (4) Health care services, except for the fact that they are being provided in a clinical trial, or otherwise specifically excluded from coverage under this policy; or
- (5) Health care services customarily provided by the research sponsors of a trial free of charge for any in the trial.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations or any other provisions of the policy.

BENEFITS FOR GENERAL ANESTHESIA AND MEDICAL CARE FACILITY FOR DENTAL CARE

Benefits will be paid the same as any other Sickness for the administration of general anesthesia and medical care facility charges for dental care provided to the following Insureds:

- (1) A Dependent child five years of age and under; or
- (2) An Insured who is severely disabled; or
- (3) An Insured that has a medical or behavioral condition which requires hospitalization or general anesthesia when dental care is provided.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations or any other provisions of the policy.

BENEFITS FOR CHILDHOOD IMMUNIZATIONS

Benefits will be paid the same as any other Sickness for immunizations for children from birth to 72 months of age. Immunizations shall consist of at least five doses of vaccine against diphtheria, pertussis, tetanus; at least four doses of vaccine against polio and Haemophilus B (Hib); and three doses of vaccine against Hepatitis B; two doses of vaccine against measles, mumps and rubella; one dose of vaccine against varicella and such other vaccines and dosages as may be prescribed by the secretary of health and environment.

Benefits shall not be subject to any Deductible, copayment or coinsurance requirements.

PART XV
EXCLUSIONS AND LIMITATIONS

No benefits will be paid for: a) loss or expense caused by, contributed to, or resulting from; or b) treatment, services or supplies for, at, or related to:

1. Automobile Excess- No payment will be made for Hospital, medical or other health services resulting from accidental bodily Injury arising out of a motor vehicle accident to the extent that benefits are payable under any medical expense payment provision of any automobile insurance policy, including such benefits mandated by law;
2. Congenital conditions, except as specifically provided for Newborn or adopted Infants; circumcision;
3. Cosmetic procedures, except cosmetic surgery required to correct an Injury for which benefits are otherwise payable under this policy or for newborn or adopted children;
4. Custodial Care services and supplies related to custodial care such as care provided in rest homes, health resorts, homes for the aged, halfway houses, college infirmaries or places mainly for domiciliary or custodial care. Extended care in treatment or substance abuse facilities also are not covered for domiciliary or custodial care;
5. Acne; acupuncture; alopecia; biofeedback-type services; breast implants; breast reduction; corns, calluses and bunions; deviated nasal septum; gynecomastia; hirsutism; learning disabilities; nasal and sinus surgery; nicotine addiction; nonmalignant warts, moles and lesions for cosmetic reasons; obesity and any condition resulting therefrom; patient controlled analgesia (PCA); skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia; sleep disorders, including testing thereof; temporomandibular joint dysfunction; Elective and Experimental Surgery or Treatment;
6. Elective abortion;
7. Eye examinations, eye refractions, eyeglasses, contact lenses, prescriptions or fitting of eyeglasses or contact lenses, vision correction surgery, or other treatment for visual defects and problems; except when due to a disease process;
8. Injury sustained while (a) participating in any intercollegiate, interscholastic, club or professional sport, contest or competition; (b) traveling to or from such sport, contest or competition as a participant; or (c) while participating in any practice or conditioning program for such sport, contest or competition;
9. Hearing examinations or hearing aids; or other treatment for hearing defects and problems. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process;
10. Immunizations services and supplies related to immunizations, except as specifically provided in a benefit section; preventive medicines or vaccines, except where required for treatment of a covered Injury;
11. Injury caused by, contributed to, or resulting from the addiction to or use of alcohol, intoxicants, hallucinogenics, illegal drugs, or any drugs or medicines that are not taken in the recommended dosage or for the purpose prescribed by the Insured Person's Physician;
12. Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation;
13. Organ transplants, including organ donation;
14. Pre-existing Conditions except for: 1) individuals who have been continuously insured for at least 9 months under any plan as defined under Creditable Prior Coverage if the previous coverage was continuous to a date not more than 63 days prior to the Insured's Effective Date under the Policy; or 2) individuals who have been continuously insured for at least 9 months under the school's student insurance policy; or 3) a child that is adopted or placed for adoption before attaining eighteen years of age.
"Creditable Prior Coverage" means any individual or group policy, contract or program provided by an HMO, Insurer, self-insured employer plan or any other entity that arranges or provides medical, hospital or surgical coverage, not designed to supplement other private or governmental plans. It should include prior coverage under a group or individual sickness and accident policy, provided by a government plan (such as Medicaid and Medicare) COBRA, CHAMPUS, the Federal Employee Health Benefits Plan, Peace Corps Plans, the Indian Health Service, coverage provided through state high risk pools and other public plans.
Insured Persons who have been insured under a coverage as defined in Creditable Prior Coverage and have no gap in such coverage that exceeds 63 days immediately prior to enrollment in this plan will receive the applicable amount of credit for prior coverage. If an Insured Person has 9 months prior creditable coverage with no gap in coverage exceeding 63 days immediately prior to enrollment in this plan the pre-existing limitation is satisfied.

EXCLUSIONS AND LIMITATIONS (Continued)

15. Participation in a riot or civil disorder; commission of or attempt to commit a felony; or fighting;
16. Prescription Drug services or supplies as follows, except as specifically provided in the policy:
 - a) Therapeutic devices or appliances, including hypodermic needles, syringes, support garments and other non-medical substances, regardless of intended use;
 - b) Immunization agents, biological sera, blood or blood products administered on an outpatient basis;
 - c) Drugs labeled, "Caution - limited by federal law to investigational use" or experimental drugs, except for drugs for the treatment of cancer that are a recognized treatment in one of the standard reference compendia or in substantially accepted peer reviewed medical literature;
 - d) Products used for cosmetic purposes;
 - e) Drugs used to treat or cure baldness; anabolic steroids used for body building;
 - f) Anorectics - drugs used for the purpose of weight control;
 - g) Fertility agents or sexual enhancement drugs, such as Parlodel, Pergonal, Clomid, Profasi, Metrodin, Serophene, or Viagra;
 - h) Growth hormones; or
 - i) Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.
17. Reproductive/Infertility services including but not limited to: family planning; fertility tests; infertility (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception. Examples of fertilization procedures are: ovulation induction procedures, in vitro fertilization, embryo transfer or similar procedures that augment or enhance your reproductive ability; premarital examinations; impotence, organic or otherwise; tubal ligation; vasectomy; sexual reassignment surgery;
18. Routine Newborn Infant care, well-baby nursery and related Physician charges in excess of 48 hours for vaginal delivery or 96 hours for cesarean delivery; except as specifically provided in the Policy;
19. Routine physical examinations and routine testing; preventive testing or treatment; screening exams or testing in the absence of Injury or Sickness; except as specifically provided in the Policy;
20. Skydiving, parachuting, hang gliding, glider flying, parasailing, sail planing, bungee jumping, or flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline;
21. Flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline;
22. Suicide or attempted suicide while sane or insane (including drug overdose); or intentionally self-inflicted Injury;
23. Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment; and
24. War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).

POLICY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

BENEFITS FOR DIABETES

Benefits will be paid the same as any other Sickness for equipment, supplies, and Diabetes Self-management Training and educational services used to treat diabetes, if a Physician certifies that such services are medically necessary. If prescription drugs are provided under the Schedule of Benefits, insulin is also provided under this section. Diabetes self-management training, educational services and nutrition counseling must be provided under the direct supervision of a Physician.

"Diabetes self-management training" means instruction in an inpatient or outpatient setting including medical nutrition therapy relating to diet, caloric intake and diabetes management, excluding programs the primary purposes of which are weight reduction, which enables diabetic patients to understand the diabetic management process and daily management of diabetic therapy as a method of avoiding frequent hospitalizations and complications when the instruction is provided in accordance with a program in compliance with the National Standards for Diabetes Self-Management Education Program as developed by the American Diabetes Association.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations or any other provisions of the policy.

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

POLICY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

COORDINATION OF BENEFITS PROVISION

Definitions

- (1) **Allowable Expenses:** Any necessary, reasonable, and customary item of expense, a part of which is covered by at least one of the Plans covering the Insured Person.

An Allowable Expense to a Secondary Plan includes the value or amount of any Deductible Amount or Coinsurance Percentage or amount of otherwise Allowable Expenses which was not paid by the Primary or first paying Plan.

- (2) **Plan:** A group insurance plan or health service corporation group membership plan or any other group benefit plan providing medical or dental care treatment benefits or services. Such group coverages include: (a) group or blanket insurance coverage whether insured or uninsured, or any other group type contract or provision thereof; this will not include group hospital indemnity plans of \$200 per day or less; (b) service plan contracts, group or individual practice and other pre-payment group coverage; (c) any coverage under labor-management trustees plans, union welfare plans, employer and employee organization plans; and (d) coverage under governmental programs, including Medicare, and any coverage required or provided by statute.
- (3) **Primary:** The Plan which pays regular benefits.
- (4) **Secondary:** The Plan which pays a reduced amount of benefits which, when added to the Primary Plan's benefits will not be more than the Allowable Expenses.
- (5) **We, Us or Our:** The Company named in the policy to which this endorsement is attached.

Effect on Benefits - If an Insured Person has medical and/or drug coverage under any other Plan, all of the benefits provided are subject to coordination of benefits.

During any policy year or benefit period, the sum of the benefits that are payable by Us and those that are payable from another Plan may not be more than the Allowable Expenses.

During any policy year or benefit period, We may reduce the amount We will pay so that this reduced amount plus the amount payable by the other Plans will not be more than the Allowable Expenses. Allowable Expenses under the other Plan include benefits which would have been payable if a claim had been made.

However, if: (1) the other Plan contains a section which provides for determining its benefits after Our benefits have been determined; and (2) the order of benefit determination stated herein would require Us to determine benefits before the other Plan, then the benefits of such other Plan will be ignored in determining the benefits We will pay.

This Plan determines its order of benefits using the first of the following rules which applies:

- (1) If the Insured's other Plan does not have Coordination of Benefits, that Plan pays first.
- (2) Non-Dependent/Dependent. The benefits of the Plan which covers the person as an employee, member or subscriber are determined before those of the Plan which covers the person as a Dependent.

COORDINATION OF BENEFITS PROVISION (*Continued*)

- (3) Dependent Child/Parents Not Separated or Divorced. When this Plan and another Plan cover the same child as a Dependent of different persons, called "parents":
- a. the benefits of the Plan of the parent whose birthday falls earlier in a year exclusive of year of birth are determined before those of the Plan of the parent whose birthday falls later in that year; but
 - b. if both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.
 - c. However, if the other Plan does not have the rule described in a. above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
- (4) Dependent Child/Separated or Divorced Parents. If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:
1. first, the Plan of the parent with custody of the child;
 2. then, the Plan of the spouse of the parent with the custody of the child; and
 3. finally, the Plan of the parent not having custody of the child.
- (5) Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

Right to Recovery and Release of Necessary Information - For the purpose of determining applicability of and implementing the terms of this Provision, We may, without further consent or notice, release to or obtain from any other insurance company or organization any information, with respect to any person, necessary for such purposes. Any person claiming benefits under Our coverage shall give Us the information We need to implement this Provision. We will give notice of this exchange of claim and benefit information to the Insured Person when any claim is filed.

Facility of Payment and Recovery - Whenever payments which should have been made under our Coverage have been made under any other Plans, We shall have the right to pay over to any organizations that made such other payments, any amounts that are needed in order to satisfy the intent of this Provision. Any amounts so paid will be deemed to be benefits paid under Our coverage. To the extent of such payments, We will be fully discharged from Our liability.

Whenever We have made payments with respect to Allowable Expenses in total amount at any time, which are more than the maximum amount of payment needed at that time to satisfy the intent of this Provision, We may recover such excess payments. Such excess payments may be received from among one or more of the following, as We determine: any persons to or for or with respect to whom such payments were made, any other insurers, service plans or any other organizations.

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

POLICY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

PRE-ADMISSION NOTIFICATION

UMR Care Management should be notified of all Hospital Confinements prior to admission.

1. **PRE-NOTIFICATION OF MEDICAL NON-EMERGENCY HOSPITALIZATIONS:** The patient, Physician or Hospital should telephone 1-877-295-0720 at least five working days prior to the planned admission.
2. **NOTIFICATION OF MEDICAL EMERGENCY ADMISSIONS:** The patient, patient's representative, Physician or Hospital should telephone 1-877-295-0720 within two working days of the admission to provide notification of any admission due to Medical Emergency.

UMR Care Management is open for Pre-Admission Notification calls from 8:00 a.m. to 6:00 p.m. C.S.T., Monday through Friday. Calls may be left on the Customer Service Department's voice mail after hours by calling 1-877-295-0720.

IMPORTANT: Failure to follow the notification procedures will not affect benefits otherwise payable under the policy; however, pre-notification is not a guarantee that benefits will be paid.

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

POLICY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

RESOLUTION OF GRIEVANCES

You, the Insured, will be notified in writing by us if a claim or any part of your claim is denied. The notice will include the specific reason or reasons for the denial and the reference to the pertinent plan provision(s) on which the denial was based.

If you have a complaint about your claim denial, you may call our Member Services telephone number 1-800-767-0700 for further explanation to informally resolve your complaint. If you are not satisfied with our explanation of why the claim was denied, you, your authorized representative or provider may request an internal review of the claim denial. The following is our grievance review process:

- 1) The Insured must request in writing a benefit review within 60 days after the date that you receive the notice denying your claim. This will be an informal reconsideration review process of your claim by a Claims Supervisor. The Insured may not attend this review.
- 2) A decision will be made by the Claims Supervisor, within 30 days after the receipt of your request for review or the date all information required from the Insured is received.
- 3) If the Claims Supervisor denies the claim submitted for review and you are not satisfied with the explanation for the decision, you may request an external review pursuant to K.A.R. 40-4-42 et seq.

The Kansas Department of Insurance is available to assist insurance consumers with insurance related problems and questions. You may inquire in writing to the Department at 420 SW 9th St., Topeka KS 66612 or by telephone at 1-800-432-2484.

This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

POLICY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

UnitedHealthcare Network Pharmacy Prescription Drug Benefits

Benefits are available for Prescription Drug Products at a Network Pharmacy as specified in the policy Schedule of Benefits subject to all terms of the policy and the provisions, definitions and exclusions specified in this endorsement.

Copayment and/or Coinsurance Amount

For Prescription Drug Products at a retail Network Pharmacy, Insured Persons are responsible for paying the lower of:

The applicable copayment and/or coinsurance; or

The Network Pharmacy's Usual and Customary Fee for the Prescription Drug Product.

Supply Limits

Benefits for Prescription Drug Products are subject to supply limits as written by the Physician and the supply limits that are stated in the Schedule of Benefits. For a single copayment and/or coinsurance, the Insured may receive a Prescription Drug Product up to the stated supply limit.

When a Prescription Drug Product is packaged or designed to deliver in a manner that provides more than a consecutive 31-day supply, the copayment and/or coinsurance that applies will reflect the number of days dispensed.

Note: Some products are subject to additional supply limits based on criteria that the Company has developed, subject to its periodic review and modification. The limit may restrict the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply.

The Insured may determine whether a Prescription Drug Product has been assigned a maximum quantity level for dispensing through the Internet at www.uhcsr.com or by calling *Customer Service* at 1-877-417-7345.

If a Brand-name Drug Becomes Available as a Generic

If a Generic becomes available for a Brand-name Prescription Drug Product, the tier placement of the Brand-name Prescription Drug may change, and therefore the copayment and/or coinsurance may change. The Insured will pay the copayment and/or coinsurance applicable for the tier to which the Prescription Drug is assigned.

Notification Requirements

Before certain Prescription Drug Products are dispensed at a Network Pharmacy, either the Insured's Physician, Insured's pharmacist or the Insured is required to notify the Company or our designee. The reason for notifying the Company is to determine whether the Prescription Drug Product, in accordance with our approved guidelines, is each of the following:

It meets the definition of a Covered Medical Expense.

It is not an Experimental or Investigational or Unproven Service.

If the Company is not notified before the Prescription Drug Product is dispensed, the Insured may pay more for that Prescription Order or Refill. The Prescription Drugs requiring notification are subject to Company periodic review and modification. The Insured may determine whether a particular Prescription Drug requires notification through the Internet at www.uhcsr.com or by calling *Customer Service* at 1-877-417-7345.

UnitedHealthcare Network Pharmacy Prescription Drug Benefits (Continued)

If the Company is not notified before the Prescription Drug Product is dispensed, the Insured can ask the Company to consider reimbursement after the Insured receives the Prescription Drug Product. The Insured will be required to pay for the Prescription Drug Product at the pharmacy.

When the Insured submits a claim on this basis, the Insured may pay more because they did not notify the Company before the Prescription Drug Product was dispensed. The amount the Insured is reimbursed will be based on the Prescription Drug Cost, less the required copayment and/or coinsurance and any Deductible that applies.

Benefits may not be available for the Prescription Drug Product after the Company reviews the documentation provided and determines that the Prescription Drug Product is not a Covered Medical Expense or it is an Experimental or Investigational or Unproven Service.

Limitation on Selection of Pharmacies

If the Company determines that an Insured Person may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, the Insured Person's selection of Network Pharmacies may be limited. If this happens, the Company may require the Insured to select a single Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if the Insured uses the designated single Network Pharmacy. If the Insured does not make a selection within 31 days of the date the Company notifies the Insured, the Company will select a single Network Pharmacy for the Insured.

Coverage Policies and Guidelines

The Company's Prescription Drug List ("PDL") Management Committee is authorized to make tier placement changes on its behalf. The PDL Management Committee makes the final classification of an FDA-approved Prescription Drug Product to a certain tier by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug Product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's acquisition cost including, but not limited to, available rebates and assessments on the cost effectiveness of the Prescription Drug Product.

Some Prescription Drug Products are more cost effective for specific indications as compared to others, therefore; a Prescription Drug may be listed on multiple tiers according to the indication for which the Prescription Drug Product was prescribed.

The Company may periodically change the placement of a Prescription Drug Product among the tiers. These changes generally will occur quarterly, but no more than six times per calendar year. These changes may occur without prior notice to the Insured.

When considering a Prescription Drug Product for tier placement, the PDL Management Committee reviews clinical and economic factors regarding Insured Persons as a general population. Whether a particular Prescription Drug Product is appropriate for an individual Insured Person is a determination that is made by the Insured Person and the prescribing Physician.

NOTE: The tier status of a Prescription Drug Product may change periodically based on the process described above. As a result of such changes, the Insured may be required to pay more or less for that Prescription Drug Product. Please access www.uhcsr.com through the Internet or call *Customer Service* at 1-877-417-7345 for the most up-to-date tier status.

Rebates and Other Payments

The Company may receive rebates for certain drugs included on the Prescription Drug List. The Company does not pass these rebates on to the Insured Person, nor are they taken into account in determining the Insured's copayments and/or coinsurance.

The Company, and a number of its affiliated entities, conducts business with various pharmaceutical manufacturers separate and apart from this Prescription Drug Endorsement. Such business may include, but is not limited to, data collection, consulting, educational grants and research. Amounts received from pharmaceutical manufacturers pursuant to such arrangements are not related to this Prescription Drug Benefit. The Company is not required to pass on to the Insured, and does not pass on to the Insured, such amounts.

UnitedHealthcare Network Pharmacy Prescription Drug Benefits (Continued)

Definitions

Brand-name means a Prescription Drug: (1) which is manufactured and marketed under a trademark or name by a specific drug manufacturer; or (2) that the Company identifies as a Brand-name product, based on available data resources including, but not limited to, First DataBank, that classify drugs as either brand or generic based on a number of factors. The Insured should know that all products identified as a "brand name" by the manufacturer, pharmacy, or an Insured's Physician may not be classified as Brand-name by the Company.

Chemically Equivalent means when Prescription Drug Products contain the same active ingredient.

Experimental or Investigational Services means medical, surgical, diagnostic, psychiatric, substance abuse or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Company makes a determination regarding coverage in a particular case, are determined to be any of the following:

- 1) Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use.
- 2) Subject to review and approval by any institutional review board for the proposed use.
- 3) The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight.

If the Insured has a life-threatening Injury or Sickness (one which is likely to cause death within one year of the request for treatment) the Company may, in its discretion, determine that an Experimental or Investigational Service meets the definition of a Covered Medical Expense for that Injury or Sickness. For this to take place, the Company must determine that the procedure or treatment is promising, but unproven, and that the service uses a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

Unproven Services means services that are not consistent with conclusions of prevailing medical research which demonstrate that the health service has a beneficial effect on health outcomes and that are not based on trials that meet either of the following designs.

- 1) Well-conducted randomized controlled trials. (Two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.)
- 2) Well-conducted cohort studies. (Patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.)

Decisions about whether to cover new technologies, procedures and treatments will be consistent with conclusions of prevailing medical research, based on well-conducted randomized trials or cohort studies, as described.

If the Insured has a life-threatening Injury or Sickness (one that is likely to cause death within one year of the request for treatment) the Company may, in its discretion, determine that an Unproven Service meets the definition of a Covered Medical Expense for that Injury or Sickness. For this to take place, the Company must determine that the procedure or treatment is promising, but unproven, and that the service uses a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

Generic means a Prescription Drug Product: (1) that is Chemically Equivalent to a Brand-name drug; or (2) that the Company identifies as a Generic product based on available data resources including, but not limited to, First DataBank, that classify drugs as either brand or generic based on a number of factors. The Insured should know that all products identified as a "generic" by the manufacturer, pharmacy or Insured's Physician may not be classified as a Generic by the Company.

Network Pharmacy means a pharmacy that has:

- Entered into an agreement with the Company or an organization contracting on our behalf to provide Prescription Drug Products to Insured Persons.
- Agreed to accept specified reimbursement rates for dispensing Prescription Drug Products.
- Been designated by the Company as a Network Pharmacy.

UnitedHealthcare Network Pharmacy Prescription Drug Benefits (Continued)

Prescription Drug or Prescription Drug Product means a medication, product or device that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or Refill. A Prescription Drug Product includes a medication that, due to its characteristics, is appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the policy, this definition includes insulin.

Prescription Drug Cost means the rate the Company has agreed to pay the Network Pharmacies, including a dispensing fee and any applicable sales tax, for a Prescription Drug Product dispensed at a Network Pharmacy.

Prescription Drug List means a list that categorizes into tiers medications, products or devices that have been approved by the U.S. Food and Drug Administration. This list is subject to the Company's periodic review and modification (generally quarterly, but no more than six times per calendar year). The Insured may determine to which tier a particular Prescription Drug Product has been assigned through the Internet at www.uhcsr.com or call *Customer Service* at 1-877-417-7345.

Prescription Drug List Management Committee means the committee that the Company designates for, among other responsibilities, classifying Prescription Drugs into specific tiers.

Therapeutically Equivalent means when Prescription Drugs can be expected to produce essentially the same therapeutic outcome and toxicity.

Usual and Customary Fee means the usual fee that a pharmacy charges individuals for a Prescription Drug Product without reference to reimbursement to the pharmacy by third parties. The Usual and Customary Fee includes a dispensing fee and any applicable sales tax.

Additional Exclusions

In addition to the policy Exclusions and Limitations, the following Exclusions apply:

1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
2. Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Company to be experimental, investigational or unproven, except for drugs for the treatment of cancer that are a recognized treatment in one of the standard reference compendia or in substantially accepted peer reviewed medical literature.
3. Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug Product. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier-2).
4. Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Company has designated the over-the counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Company has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded under this provision.
5. Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, even when used for the treatment of Sickness or Injury.

This endorsement takes effect and expires concurrently with the policy to which it is attached and is subject to all of the terms and conditions of the policy not inconsistent therewith.