

Aetna Life Insurance Company

Student Health Insurance Policy

The student health insurance policy ("**student policy**") is by and between

Aetna Life Insurance Company
(Aetna®, we, us, or our)

and

Yeshiva University
(**Policyholder**, you, or your)

Student policy number: 186137
Date of issue: 09/29/23
Effective date: 08/15/23
Student policy delivered in: New York

This **student policy** takes effect on the **effective date** if we have received your signed application and the initial **premium**.

Term of the student policy: The initial term shall be the 12 consecutive month period beginning on the **effective date**.
Subsequent terms shall be the 12 consecutive month period beginning with the **renewal date**.

Premium due dates: Premium is due on the **premium due date** immediately following the date we invoice you.

Signed at **Aetna's** Home Office, 151 Farmington Avenue Hartford, Connecticut 06156.

This **student policy** is non-participating.

This **student policy** is governed by applicable federal law and the laws of the State of New York.



Dan Finke
President

Aetna Life Insurance Company
(A Stock Company)

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The student policy

The **student policy** consists of several documents taken together. These documents are:

- Your application
- Enrollment forms, if the **policyholder** requires that **covered students** complete them
- This **student policy**
- The certificate(s) of coverage as stated below
- The schedule of benefits as stated below
- Any riders, endorsement, inserts, attachments, and amendments to the **student policy**, the certificate of coverage, and the schedule of benefits as stated below

A certificate of coverage consists of a certificate of coverage and any schedule of benefits, amendment or rider form which may be issued to support or amend the certificate of coverage. The certificate of coverage forms included in this **student policy** are as follows:

Identification	Issue date	Effective date	Eligible student group and/or type of coverage
Certificate of coverage	09/29/23	08/15/23	Students and their dependents
Schedule of benefits:	09/29/23	08/15/23	Students and their dependents

All policy attachments and certificate of coverage documents that are part of the complete **student policy** are on file with the **policyholder** and us.

If you want to discuss the coverage

If you have questions about the coverage under the **student policy**, or if you wish to discuss it, you may contact us at:

Aetna
151 Farmington Avenue
Hartford, Connecticut 06156
1-866-381-1529

Please have your **student policy** number available when you contact us. It is on the front page of this **student policy**.

Glossary

You will see some words in bold type in the **student policy**. The bold type means that we have defined those words in the **student policy**. The definitions are in this section. You can find a complete list in the *Definitions* section of the certificate of coverage.

Dates:

Effective date

Date we first cover your students and their dependents under the **student policy**. This date applies to persons who enroll in the student plan on or before the **effective date** stated on the first page of the **student policy**.

Final rates and fees effective date

Effective date stated on the *Final rates and fees*.

Premium due date

Premium is due on the **premium due date** immediately following the date we invoice you.

Termination date

The date coverage ends according to the *Termination* section.

Dependents

The Student's Spouse and Children.

Member

The Student or a covered Dependent for whom required Premiums have been paid. Whenever a Member is required to provide a notice pursuant to a Grievance or emergency department visit or admission, "Member" also means the Member's designee.

Plan Year

The 12-month period beginning on the effective date of the Policy or any anniversary date thereafter, during which the Certificate is in effect.

Policyholder

The school named on the front page of this **student policy** for the purpose of coverage under this **student policy**.

Premium

The amount a **member** or the **policyholder** is required to pay to us to continue coverage.

Student

The person to whom the Certificate is issued.

Student policy

This student health insurance policy. The **student policy** consists of several documents taken together. See *The student policy* provision above for the list of documents.

Premium

Premium – rates and amount due

The **premium** rates are stated in the *Final rates and fees*. We will provide you with a new *Final rates and fees* if and when the **premium** rates change. Any new schedule will state its effective date.

We charge **premium** based on the **premium** rates in effect on the **premium due date**.

The **premium** due on any **premium due date** is the sum of the **premium** charges for the coverage we provide. When we calculate **premium** due, we will use our records to determine who is a **member**.

You owe **premium** for a **member** starting with the first **premium due date** on or after the day the person's coverage starts. You stop paying **premium** for a **member** as of the first **premium due date** on or after the day the person's coverage ends.

Premium – changes in rates

We may change the **premium** rates on an annual basis or as allowed by federal or state law or regulation but only if:

- There is a change in factors that materially affects the risk we assumed with this coverage. We identify these factors in our rate quote to you.
- There is a change in law or regulation, or there is a judicial decision, that materially affects the cost of providing coverage.

We may change the **premium** rates on each anniversary date of the **student policy** when the terms of the **student policy** has changed.

We will provide 60 days prior written notice to you of any change in **premium** rates.

Premium – when due

Premium is due on the **premium due date**.

You have a payment grace period of 31 days immediately following the **premium due date**. The **student policy** will remain in force during the grace period. If we have not received all **premiums** due by the end of the grace period, this **student policy** will be terminated by us according to the *Termination by us* section.

You shall pay the **premium** for the period that the **student policy** continues in force.

Premium – how billed and paid

You must pay **premiums** in advance unless a different timeframe has been agreed upon in writing by you and us. They can be paid at our Home Office or to our agent. We may bill you electronically. You shall pay **premium** due by electronic fund transfer or check. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

We may choose not to accept **premium** that is paid for you by someone else unless we are required to do so by any state or federal law.

Premium – eligibility corrections

Premium will always be determined based upon the effective date and termination dates of a **member**.

Some of our other responsibilities

We will prepare the certificate of coverage and schedule of benefits that are part of the **student policy**, as required by applicable federal and state laws. We will provide them to you in electronic form. We will also provide them to you in paper form if you request it.

We will provide the coverage stated in the certificate of coverage and schedule of benefits that are part of the **student policy**. We will administer the coverage as required by the **student policy** and applicable federal and state laws.

We will protect the personal health information of **members** as required by federal and state laws. We will use it and share it with others as needed for their care and treatment. We will also use and share it to help us process **providers'** claims and otherwise help us administer the **student policy**. For a copy of our Notice of Privacy Practices:

- Call Member Services at the toll-free number 1-866-381-1529
- Log in to <https://www.aetnastudenthealth.com>

Our duties in this *Some of our other responsibilities* section survive termination of the **student policy**.

Some of your other requirements and responsibilities

Distribution – certain Patient Protection and Affordable Care Act (ACA) requirements

We shall distribute two documents required by the federal ACA:

- Summary of benefits and coverage (SBC)
- Notices of material modifications

We shall distribute them to your **students** and their dependents, in accordance with the federal delivery, timing, and trigger requirements.

Your duties and our rights in the ACA requirements provision survive termination of the **student policy**.

Distribution – certificate of coverage, schedule of benefits, and other materials

We will distribute as required by applicable federal and state laws, the certificate of coverage, schedule of benefits, and other materials relating to enrollment and coverage features that we provide to you.

Information – access

You shall make records directly related to a person's coverage under this **student policy** available to us for inspection. This will occur:

- Upon our reasonable advance request
- At our expense
- At your office
- During regular business hours

Your duties and our rights in the Information – access provision survive termination of the **student policy**.

Information – eligibility

You shall send us eligibility information that we request to administer the **student policy**. You will send us the information in the method that we require and in the format that we currently use or have approved if the format is different.

The eligibility information includes but is not limited to data needed to:

- Enroll your students and their dependents
- Process terminations
- Make changes in family status

By sending the information to us, you represent that it is correct. You acknowledge that we can and will rely on the information.

You will send to us prior to the plan effective date or no later than 30 days after the plan effective date, for each **member** insurance:

- The name of the **member**
- The effective date and termination date of the **member's** insurance
- The **premium** paid for the **member**

You shall:

- Maintain a reasonably complete record of the information you send us for at least seven years, and until the final rights and duties under the **student policy** have been resolved.
- Send us information you sent us before, upon request.

We will not start covering a person under the **student policy** until you send us the information to enroll that person. Subject to applicable federal and state laws and the student policy, we will not stop covering a person until you send us the information to terminate coverage.

You shall notify us within 30 business days of the date in which a **student** or a dependent loses eligibility under the **student policy** including a student's withdrawal from the school.

You must notify us when a request for retroactive termination is a result of a **member**:

- Performing an act or omission that constitutes fraud
- Making an intentional misrepresentation of material fact

to get coverage or to get a benefit under the **student policy**.

Your duties and our rights in this Information – eligibility provision survive termination of the **student policy**.

See the *Special enrollment* section below for more information.

Special enrollment

You can late enroll a person in the student plan after the **effective date** when the special enrollment is due to:

- An administrative error caused by you or
- A life-changing event for the person

To enroll the person, you must:

- Submit to us a completed enrollment form for the person and
- Pay any required **premium** contribution

You agree to provide us or our agent within 31 days after the person's special enrollment application:

- The name of the person
- The person's effective date of insurance

See the *Life-changing events for a person* section below for more information.

Life-changing events for a person

Life-changing events for a person are explained in the *Special Enrollment Periods* section in the certificate of coverage.

If we receive the items above within 31 days of a person's life-changing event, then the person's insurance will take effect on the date of the person's life-changing event.

If we receive the items more than 31 days after the date of the person's life-changing event, then the person will not be eligible to enroll until the next open enrollment date.

Notices – termination of coverage

You shall notify **members** in writing, of their rights when coverage stops.

In particular, you shall notify all eligible **members** of their right to continue coverage pursuant to the *Extension of Benefits* section in the certificate of coverage and applicable federal and state laws. Your notification will include:

- A description of plans available
- **Premium** rates
- Application forms

You will give the notification within 31 calendar days to a person becoming eligible for continuation of coverage, if any.

Your duties and our rights in the *Notices – termination of coverage* provision survive termination of the **student policy**.

Not in lieu of workers' compensation coverage

The **student policy** is not a workers' compensation policy. It does not provide workers' compensation benefits.

Termination

Automatic termination

The **student policy** and all coverage end as of the last day of the grace period if you have not paid us all **premiums** as of the beginning of the grace period.

The grace period is described in the *Premium* section.

Termination by you

You may end coverage under this **student policy** if you give us 90 days advance written notice. The notice must include the **termination date**. The **termination date** shall not be earlier than 90 days after the date of the notice unless you and we agree. Your termination notice may apply to all classes or any class of your students covered under the **student policy**. You can send us a termination notice during a period for which you have paid **premium**, but your **termination date** must be after that period.

Termination by us

We may end the **student policy** and all or any coverage it provides:

- The Policyholder has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the coverage. We will send 30 days advance written notice stating the effective date.
- The date that the Policyholder's Policy is terminated. If we terminate and/or decide to stop offering a particular class of policies, without regard to claims experience or health related status, to which this Certificate belongs, we will provide the Policyholder and Students at least 90 days' prior written notice.
- If we elect to terminate or cease offering student accident and health insurance coverage in this state, we will provide written notice to the Policyholder at least 180 days prior to when the coverage will cease.

You shall pay to us any unpaid **premium** if:

- The **student policy** terminates as to any of your students and
- **Premiums** have not been paid to us for the period the **student policy** was in force for those terminated students

Effective time of termination

The **student policy** and its coverage end at 11:59 p.m. on the day of termination.

Effect of termination

You, **members**, and we continue to be responsible following termination for the duties we each incur prior to the termination of the **student policy**. One of your duties includes payment of **premium** due for coverage through any grace period up to the day of termination. You, **members**, and we also continue to be responsible for your, their, and our duties that the **student policy** states are to occur following termination.

You, **members**, and we have the rights and duties following termination of the **student policy**, as stated specifically in the **student policy**.

You shall notify **members** of the termination of the **student policy**. Your notice will comply with applicable federal and state laws. We have the right to notify **students** of termination of the **student policy**.

Intentional deception

If we learn that you or a **member** defrauded us or that a **member** intentionally misrepresented material facts, we can and may take actions that can have serious consequences for coverage. These serious consequences include, but are not limited to:

- Loss of coverage, starting at some time in the past. This is called rescission.
- Loss of coverage going forward.
- Denial or termination of benefits.
- Recovery of amounts we already paid.

We also may report fraud to law enforcement.

Rescission means you or a **member** loses coverage both going forward and going backward. If we paid claims for past coverage, we are entitled to receive the money back.

A **member** has special rights if we rescind coverage just for that individual:

- We will give the **member** 30 days advance written notice of any rescission of coverage.
- The **member** has the right to an **Aetna** appeal.
- The **member** has the right to a third party review conducted by an independent external review organization.

Responsibility for conduct

Our employees and agents

We are responsible to you for what our employees and other agents do.

We are not responsible to you for what is done by others, such as **providers**. They are not our employees or agents. **Providers** in our **network** are what the law calls our independent contractors. That simply means we have a business relationship with them and they are not our employees or agents.

Indemnification – in general

We agree to indemnify and hold you harmless against that portion of your liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by our willful misconduct, criminal conduct or material breach of this **student policy**.

You agree to indemnify and hold us harmless against that portion of our liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by your negligence, breach of the **student policy**, breach of applicable federal and state laws, willful misconduct, criminal conduct, or fraud.

These indemnification obligations end with the **student policy**, except as to any matter concerning a claim that has been made in writing within 365 days after termination.

Indemnification – federal law requirements

We shall indemnify you and hold you harmless for our liability that is directly caused by our:

- Negligence
- Breach of the **student policy**
- Breach of federal and state laws that apply
- Willful misconduct

and our act or failure to act was related to or arose out of our obligation to deliver the SBC and notices of material modification.

Your and our rights and duties in this *Responsibility for conduct* section survive termination of the **student policy**.

General provisions

Applicable law

Applicable law means all federal and state laws that apply to the matters covered by the **student policy**. Federal and state laws mean statutes, regulations, official agency direction and guidance, and judicial decisions and orders, as they may be passed or issued, or as they may be amended, from time to time.

Compliance with law

You and we shall interpret the **student policy** if possible so it complies with applicable federal and state laws.

If the **student policy** omits or misstates any right or duty under applicable federal and state laws, you and we shall implement the **student policy** as though the right or duty is stated correctly in the **student policy**.

If any provision of the **student policy** is invalid or illegal, you and we shall implement the **student policy** as though the provision is not in the **student policy**.

Entire student policy

The entire student policy includes all of the documents listed in *The student policy* section.

The **student policy** replaces and supersedes:

- All other prior student policies of health coverage between us
- Any other prior written or oral understandings, negotiations, discussions or arrangements between us related to this student health coverage

Waiver

Only an officer of **Aetna** may waive a requirement of the **student policy**.

We may fail to implement or fail to insist upon compliance with a provision of the **student policy** at any given time or times. Our failure to implement or to insist on compliance is not a waiver of our right to implement or insist upon compliance with that provision at any other time or times.

Aetna name, symbols, trademarks and service marks

We control the use of our name and of our symbols, trademarks and service marks presently existing or subsequently established. You shall not use any of them in advertising or promotional materials or in any other way without our prior written consent. You shall stop any and all use immediately upon our direction or upon termination of the **student policy**.

Assignment and delegation

Benefits cannot be assigned under this Policy to any person, corporation or other organization. Any assignment of benefits other than for monies due for a surprise bill will be void. Assignment means the transfer to another person or to an organization of the **member's** right to the services provided under this Policy. However, the **member** may request Us to make payment for services directly to their Provider. Nothing in this paragraph shall affect the **member's** right to appoint a designee or representative as otherwise permitted by applicable law.

Claim determinations

We have complete authority to review all denied claims for benefits under this **student policy**:

- To determine whether and to what extent **members** are entitled to benefits.
- To construe any disputed or doubtful terms under the **student policy**. We shall be deemed to have properly exercised our authority unless we abuse our reasonable authority by acting arbitrarily and capriciously.

Our review of claims for benefits may include the use of software and other tools to take into account factors such as:

- An individual's claim history
- A provider's billing patterns
- Complexity of the service or treatment
- Amount of time and degree of skill needed
- The manner of billing

Clerical error

Clerical error, whether by the Policyholder or Us, with respect to this Certificate, or any other documentation issued by Us in connection with this Certificate, or in keeping any record pertaining to the coverage hereunder, will not modify or invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated.

Correcting your honest mistakes

If you or any **member** makes an honest mistake of fact, we may make a fair change in **premium**. If the misstatement affects the existence or amount of coverage, we will use the true facts to determine whether coverage is or remains in effect and its amount.

Discrimination prohibited

You shall not encourage or discourage enrollment in the coverage provided by the **student policy** based on health status or health risk.

You shall act so as not to discriminate unfairly between persons in like situations at the time of the action.

Incontestability

No statement made by the Student in an application for coverage under this Policy shall avoid the Policy or be used in any legal proceeding unless the application or an exact copy is attached to this Policy.

Notices

The **student policy** requires or permits you and us to send notices to each other. These notices shall be in writing.

Notice may be delivered:

- In person, and is effective upon delivery
- By United States mail, sent first class, postage prepaid, and is effective three U.S. Postal Service delivery days following the date of mailing
- By commercial carriers UPS and FedEx, effective upon delivery
- By e-mail, facsimile or other electronic means, effective upon sending

Notice sent to us by mail and commercial carrier shall be sent to:

Aetna

151 Farmington Avenue
Hartford, Connecticut 06156
1-800-872-3862

Notice sent to you by mail and commercial carrier shall be sent to:

The address that we have on file for you or your agent.

You and we must designate specific e-mail addresses, facsimile numbers or other electronic means in writing for purpose of notices.

Policies and procedures

We have the right to adopt reasonable policies, procedures, rules, and interpretations of the **student policy** in order to promote orderly and efficient administration. You and all **members** are bound by, and shall comply with, them. You will certify your compliance with them upon our request or as required specifically by the **student policy**.

Third parties rights

This **student policy** does not give any rights or impose any duties on third parties except as specifically stated.

Final rates

The current **premium** rates and effective date for all of the coverages provided under the **student policy** are on record with the **policyholder** and us.