

UNIVERSITY OF GEORGIA

a member institution of the
USG Student Health Insurance Plan (USG-SHIP)
("the Policyholder")

2009-2010 Voluntary Student Insurance Program

underwritten by:
National Union Fire Insurance Company
of Pittsburgh, Pa.,
with its principal place of business in New York, NY ("the Company"),

Administrator Policy # AIH0058490
Underwriter Reference # CAS9710508

All institutions of the University System of Georgia are now offering the same Voluntary insurance plan.

For the Voluntary Plan, all undergraduate DOMESTIC and INTERNATIONAL students enrolled for six (6) or more credits per term, all graduate or professional DOMESTIC and INTERNATIONAL students enrolled in the graduate or professional degree program taking at least one graduate level course or students participating in Cooperative Education Programs are eligible to enroll in the insurance plan. Students covered under a Mandatory Plan have a separate brochure.

AND

Dependents of Covered Students. Eligible Dependents are the spouse or domestic partner of the Covered Student or any dependent, unmarried child of the Covered Student under age 19 or under age 25 if the child has been enrolled for five months or more as a full-time student at a postsecondary institution of higher learning in each calendar year since reaching age 19.

Email questions to: uga@studentinsurance.com

www.studentinsurance.com

Serviced by:



PEARCE & PEARCE INC
STUDENT INSURANCE SPECIALISTS SINCE 1948...

Customer Service

Claims Questions: 1-888-722-1668

Eligibility Questions: 1-888-622-6001

Email: uga@studentinsurance.com

ONLINE SERVICES

(a SECURE site for all of your insurance needs)

- Go online at www.studentinsurance.com
- Search for your institution
- On this secure site, you can:
 - Enroll
 - Enroll Spouses and Dependents
 - Search for Providers and Hospitals
 - Update your account information
 - View questions and answers about your insurance
 - View claims information
 - View a Summary of Benefits

2009-2010 Voluntary Student Insurance Program Premiums

2009-2010 Voluntary Student Insurance Program Premiums

Premiums:	Annual (08/01/09-07/31/10)	Fall (08/01/09-12/31/09)	Spring/Summer (01/01/10-07/31/10)
Student ONLY	\$1,702.00	\$ 733.00	\$ 969.00
Spouse ONLY	\$5,415.00	\$2,330.00	\$3,085.00
One Child	\$2,728.00	\$1,174.00	\$1,554.00
Two or more Children	\$5,415.00	\$2,330.00	\$3,085.00

Monthly Bank Drafts
(Annual Enrollments ONLY)
are available online at
www.studentinsurance.com

Enroll online at www.studentinsurance.com

**PREMIUM REFUNDS WILL BE CONSIDERED ONLY IF REQUESTED
WITHIN 31 DAYS OF EFFECTIVE DATE OF COVERAGE TERM ELECTED**

The Policy is Non-Renewable One-Year Term Insurance. It is the Covered Student's responsibility to obtain coverage the following year in order to maintain continuity of coverage. Covered Students who have not received information regarding a subsequent program prior to the Policy's Termination Date should inquire regarding such coverage with the Institution or its agent or visit www.studentinsurance.com.

Coordination of Benefits Provision The Company will coordinate benefits with other health carriers when duplicate coverage exists. Total payment from this coverage and other health coverages under which The Covered Person is enrolled shall not exceed 100% of the R & C Charges for covered services.

Important Information

Please keep this brochure as a general summary of the insurance. This is only a brief description of the coverage available under policy series S30494NUFIC-GA. The Policy on file at the Institution may contain definitions, reductions, limitations, exclusions and termination provisions. Full details of the coverage are contained in the Policy. If there is any conflict between the contents of this brochure and the Policy, the Policy shall govern. This Plan also covers Mandated Benefits as required by the State of Georgia.

Referrals

University Health Center referral is required except:

- ◆ Medical Emergencies (follow-up treatment requires University Health Center referral)
- ◆ University Health Center is Closed
- ◆ Treatment is received more than 30 miles from Campus
- ◆ The Covered Person is not eligible for care at University Health Center
- ◆ The Covered Person requires treatment for Maternity or Psychotherapy

Deductibles and Copays apply to all exceptions to the Referral Requirement, and when referred.

Claims Procedures

Please call 1-888-722-1668 for pre-notification of all hospital confinements and day surgery prior to admission.

1. Provider must photocopy the Covered Person's new insurance card. PPO Providers will submit the Covered Person's claims.
2. Claims must be submitted within 90 days.
3. Submit a completed claim form.
4. Claim forms can be obtained from the Student Health Services, from the claims office (1-888-722-1668) or from: www.studentinsurance.com
5. The Covered Person should get a copy of REFERRAL FORM for necessary care not available at the Student Health Services.
6. The Covered Person should retain one copy of claims information submitted for his or her records.

PAYMENT WILL BE MADE TO THE PROVIDERS OF SERVICE (Hospital, Doctors, and others), UNLESS A PAID RECEIPT ACCOMPANIES THE BILL AT THE TIME THE CLAIM IS SUBMITTED.

Eligibility

The following persons are eligible for coverage:

1. all undergraduate DOMESTIC and INTERNATIONAL students enrolled for six (6) or more credits per term, all graduate or professional DOMESTIC and INTERNATIONAL students enrolled in the graduate or professional degree program taking at least one graduate level course or students participating in Cooperative Education Programs are eligible to enroll in the insurance plan.
2. The Dependent(s) of a Covered Student. Eligible Dependents are the spouse or domestic partner of the Covered Student or any dependent, unmarried child of the Covered Student (a) under age 19 or under age 25 if the child has been enrolled for five months or more as a full-time student at a postsecondary institution of higher learning in each calendar year since reaching age 19; or (b) 19 or more years of age and primarily supported by the Covered Student and incapable of self-sustaining employment by reason of mental or physical handicap. Coverage for an adopted child shall be effective from the date of the final decree of adoption. A child shall cease to be a dependent upon the occurrence of the child's (1) marriage or (2) attainment of the limiting age. Eligibility requirements must be met each time a premium is paid to continue coverage. The Company maintains its right to investigate student status and attendance records to verify that the policy eligibility requirements have been and continue to be met. If the Company discovers the Eligibility requirements have not been or are not being met, its only obligation is to refund premium less any claims paid.

NOTE: Except as noted under Termination or as specifically provided under the Extension of Benefits, Dependent coverage expires concurrently with that of the Covered Student.

Open Enrollment

Enrollment is only allowed during Open Enrollment Periods. Open Enrollment will be the first 31 days of the Fall Coverage Term, the first 31 days of the Spring/Summer Coverage Term and the first 31 days of the Summer Coverage Term for all eligible students. The only exceptions are the following Qualifying Events with appropriate documentation: a. Adding a new Spouse or Dependent Child (within 31 days of marriage, birth or adoption). b. Enrolling as a new or transfer Student (within 31 days of date of enrollment at the Institution) c. Ineligibility under another creditable plan (within 31 days of loss of coverage). d. Change of Status at the Institution for a student moving into one of the Mandatory Programs (within 31 days of Change of Status). e. For International Students, arrival of eligible spouse or dependent children from home country at the Institution (within 31 days of arrival).

Effective and Termination Dates

The Policy on file at the Institution becomes effective 12:01 a.m. on August 1, 2009 and terminates 11:59 p.m. July 31, 2010. Coverage for newly enrolling students, spouses and dependent children will be effective on the Effective Date of the coverage period elected or the day after enrollment form and correct premium are received - whichever is later. Those students, spouses and dependent children insured under the 2008-09 University of Georgia Student Insurance Plan through the termination date of the 2008-09 Policy Year will have 31 days after the 2009-10 Policy effective date to re-enroll and maintain continuous coverage. Insurance will end for the Covered Person on the earliest of the date he or she becomes full time active duty in any Armed Forces*, or the end of the period for which premium was paid.

*Excludes Reserve or National Guard duty for training unless it exceeds 31 days. Submit proof of service to receive a pro-rata refund of premium for this period.

EXTENSION OF BENEFITS: If the Covered Person is confined to a Hospital on the date his or her coverage terminates as a result of Sickness or Injury for which benefits were payable prior to the date his or her coverage terminated, benefits will be payable for the Eligible Expenses incurred until the earliest of: (1) the end of Sickness or Injury; (2) the end of the 90 day period following the date his or her coverage terminated; or (3) the date the applicable Maximum Amount is reached.

PPO Providers

Persons insured under this plan may choose to be treated within or outside of the First Health PPO Network. Reimbursement rates will vary according to the source of care as described under the Voluntary Plan Summary of Medical Expense Benefits herein. Assignment of a Network Provider does not guarantee eligibility or right to student health benefits.

It is the Covered Person's responsibility to verify that a provider is a Participating Provider prior to services being rendered.

Please be aware that if a Covered Person is treated at a PPO Hospital, it does not mean that all providers at the Hospital are PPO providers. In addition, if a Covered Person is referred by a PPO provider to another provider or facility, it does not mean that the provider or the facility to which the Covered Person is referred is also a PPO provider.

www.studentinsurance.com
1-888-722-1668

Pre-Existing Conditions

Pre-existing Conditions are not covered for the first 12 months following a Covered Person's effective date of coverage under the Policy. This limitation will not apply if: (a) the Covered Person has been covered under the Policyholder's prior Policy for more than 12 consecutive months; or (b) the individual seeking coverage under the Policy has an aggregate of 12 months of Creditable Coverage and becomes eligible and applies for coverage under the Policy within 63 days of termination of prior Creditable Coverage. Credit will be given for the time the individual was covered under the prior Creditable Coverage; and (1) the individual is not eligible for coverage under any other group health plan, Medicare or Medicaid; and (2) the individual does not have other health insurance.

PRE-EXISTING CONDITION- means the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment, or a condition for which medical advice or treatment was recommended by or received from a provider of health care services within the 12 months prior to the Covered Person's effective date of coverage under the Policy or a pregnancy existing on the Covered Person's effective date of Coverage under the Policy.

Additional Plan Benefits

Durable Medical Equipment: (For rental or purchase when prescribed by the attending Doctor):

In-Network: 80% of PPO Allowance

Out-of-Network: 60% of Reasonable & Customary
Prosthetic devices: Up to \$5,000 lifetime maximum benefit

All other durable medical equipment: Up to \$2,500 lifetime maximum

Ambulance: (for Emergency Medical Condition only):

Land Ambulance: Up to \$500 maximum per trip

Air Ambulance: Up to \$1,000 maximum per trip

In-Network: 70% of PPO Allowance

Out-of-Network: 70% of Reasonable & Customary

Dental Treatment: (For injury to sound natural teeth and removal of full bony impacted wisdom teeth only) - Up to \$200 per tooth / \$1,000 per Policy Year.

In-Network: 80% of PPO Allowance

Out-of-Network: 60% of Reasonable & Customary

Medical Evacuation* and Repatriation - \$1,000,000 combined maximum benefit (Pre-Authorization required: 1-888-722-1668)

*When hospitalized for at least 5 consecutive days

Pharmacy services provided by informedRx, an SXC company

(detailed benefit information at www.studentinsurance.com)

Georgia mandates coverage for the following benefits to be paid as any other Sickness: maternity expense and routine newborn care, including 48

hours care in a Hospital or birthing facility following a normal vaginal delivery and a minimum 96 hours following a cesarean section. If a mother and newborn are discharged prior to the postpartum inpatient length of stay, coverage includes up to 2 Post-Partum Visits, provided that the first such visit shall occur within 48 hours of discharge; Benefits for Mammography, Pap Smears, Chlamydia Screening; Benefits for Drug Treatment of Children's Cancer; Mastectomy Benefits; Dental Anesthesia Benefits; Benefits for Prostate-Specific Antigen (PSA) tests; Prescribed Contraceptives; Treatment of Temporomandibular Joint Dysfunction; and any other applicable mandated benefits. Please see the complete Policy on file with the Policyholder for full details.

Student Assist: (see detailed information at www.studentinsurance.com)

Pre-Notification Requirement

1-888-722-1668

Required For Inpatient and Outpatient Procedures

It is the responsibility of the Covered Person to advise providers and ensure that pre-notification is accomplished prior to non-emergency health care being provided. Covered Persons should not agree to any admission, inpatient surgery or care, ambulatory or day surgery or treatment until benefits authorization is received from Pre-Notification.

UGA VOLUNTARY PLAN SUMMARY OF MEDICAL EXPENSE BENEFITS

BENEFIT CATEGORY	Health Care at University Health Center	HEALTH CARE IN NETWORK First Health PPO Network	HEALTH CARE OUT OF NETWORK
Lifetime Maximum per Covered Person (all conditions)		\$500,000	
Maximum per Injury or Sickness per Policy Year		\$50,000	
Policy Year deductible per Covered Person	None	\$350	\$500*
Policy Year deductible per Family (In-Network and Out-of-Network Deductibles apply separately)	None	\$1,000	\$1,500*
<i>*Balance billing will not apply towards satisfying the deductible</i>			
To receive benefits, Covered Students must visit University Health Center first for treatment / referral. Exceptions are listed under "Referrals"			

INPATIENT Student Health Center REFERRAL and Pre-Notification Required	Room and Board except Intensive Care	Not Applicable	80% of PPO Allowance up to the Semi-Private Room Rate	60% of Reasonable & Customary up to the Semi-Private Room Rate
	Hospital Miscellaneous except Intensive Care Miscellaneous	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Intensive Care/Intensive Care Miscellaneous	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Physiotherapy: Maximum of 5 visits per Policy Year	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Surgery: For multiple surgical procedures performed by a single doctor during a single admission, the most costly procedure will be covered at the full value of allowable benefits. The second procedure will be covered at 50% of the full value of allowable benefits.	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Assistant Surgeon	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Anesthesia	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Registered Nurse	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Doctor's Visits / Services	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Psychotherapy/Alcoholism and Substance Abuse (while confined in a hospital or for partial confinement in a hospital or treatment facility): Maximum of 30 days per Policy Year for psychotherapy, alcoholism and substance abuse combined.	Not Applicable	80% of PPO Allowance after an additional \$50 deductible per confinement	60% of Reasonable & Customary after an additional \$50 deductible per confinement
Pre-Admission Testing	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary	

OUTPATIENT Student Health Center REFERRAL	Surgery: For multiple surgical procedures performed by a single doctor during a single admission, the most costly procedure will be covered at the full value of allowable benefits. The second procedure will be covered at 50% of the full value of allowable benefits.	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Day Surgery Miscellaneous	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Anesthesia	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Doctor's Visits	Covered under the Student Health Fee	80% of PPO Allowance	60% of Reasonable & Customary
	Physiotherapy: Maximum of 20 visits per Policy Year. (Benefits are limited to one visit per day.)	80% of Allowable Charges	80% of PPO Allowance	60% of Reasonable & Customary
	Emergency Room	Not Applicable	80% of PPO Allowance after a \$200 copayment per visit (in addition to deductible). Copayment will be reduced to \$50 if admitted to the hospital within 24 hours.	80% of Reasonable and Customary after a \$200 copayment per visit (in addition to deductible). Copayment will be reduced to \$50 if admitted to the hospital within 24 hours.
	X-Rays, Laboratory, Tests and Procedures	80% of Allowable Charges	80% of PPO Allowance	60% of Reasonable & Customary
	Chemotherapy / Radiation Therapy	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary
	Injections	80% of Allowable Charges	80% of PPO Allowance	60% of Reasonable & Customary
	Outpatient Prescription Drugs: \$500 maximum per Policy Year, however obtained.	100% not subject to copayment	informedRx, an SXC company, participating pharmacies: 100% after \$20 generic copayment / \$40 brand name copay per 30-day supply per month.	
	Psychotherapy/Alcoholism and Substance Abuse: Maximum of 30 visits per Policy Year for psychotherapy, alcoholism and substance abuse combined. Additional outpatient visits may be provided in lieu of inpatient hospital stays.	80% of Allowable Charges	80% of PPO Allowance	60% of Reasonable & Customary
Consultant	Not Applicable	80% of PPO Allowance	60% of Reasonable & Customary	

Students enrolled in this Student Insurance Program can access detailed account information at
www.studentinsurance.com

Program Exclusions

The Company will not pay benefits for Loss or Expense incurred:

1. as a result of dental treatment, or dental x-rays except for treatment resulting from Injury to Sound, Natural Teeth or for extraction of impacted wisdom teeth.
2. for services normally provided without charge by the Policyholder's Health Service, Infirmary or Hospital, or by health care providers employed by the Policyholder or services covered by the Student Health Service fee.
3. for eye examinations, eyeglasses, contact lenses, replacement of eyeglasses or prescription for such; radial keratotomy; treatment for visual defects and problems. "Visual defects" means any physical defect of the eye which does or can impair normal vision apart from the disease process. Eye refraction is not covered except when due to a disease process or as specifically provided in the Policy.
4. as a result of an Accident occurring in consequence of riding as a passenger or otherwise in any vehicle or device for aerial navigation, except as a fare-paying passenger in an aircraft operated by a commercial scheduled airline maintaining regular published schedules on a regularly established route.
5. for Injury or Sickness resulting from war or act of war, declared or undeclared.
6. as a result of an Injury or Sickness for which benefits are paid under any Workers' Compensation or Occupational Disease Law.
7. as a result of Injury sustained or Sickness contracted while in the service of the Armed Forces of any country. Upon the Covered Person entering the Armed Forces of any country, the Company will refund any unearned pro-rata premium. This does not include Reserve or National Guard Duty for training unless it exceeds 31 days.
8. for treatment provided in a government Hospital unless there is a legal obligation to pay such charges in the absence of insurance.
9. for cosmetic surgery except that "cosmetic surgery" shall not include reconstructive surgery when such surgery is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part and reconstructive surgery because of a congenital disease or anomaly of a covered Dependent newborn child which has resulted in a functional defect. It also shall not include breast reconstructive surgery after a mastectomy.
10. for preventive medicines; serums; vaccines; except as specifically provided in the Policy.
11. as a result of committing or attempting to commit an assault or felony or participation in a riot, illegal occupation or insurrection.
12. for Elective Treatment or elective surgery unless otherwise provided in the Policy.
13. for any services rendered by a Covered Person's Immediate Family Member.
14. for a treatment, service or supply which is not Medically Necessary.
15. as a result of suicide or any attempt at suicide, including drug overdose or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury. This exclusion does not apply to the Medical Evacuation or Repatriation of Remains Benefit.
16. for Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or use of legal medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Doctor. This exclusion does not apply to the Medical Evacuation or Repatriation of Remains Benefit.
17. for surgery and/or treatment of: acne; acupuncture; gynecomastia; allergy testing; biofeedback-type services; circumcision; corns, calluses and bunions, except capsular or bone surgery; deviated nasal septum, including submucous resection and/or other surgical correction thereof; hair growth or removal, hair transplants; impotence, organic or otherwise; nonmalignant warts, moles and lesions; premarital examinations; sexual reassignment surgery; sleep disorders, including supplies, treatment and testing thereof; tubal ligation; vasectomy; alopecia; and weight reduction.
18. for routine physical examinations and routine testing, health examinations or preschool physical examinations, including routine care of a newborn infant, well-baby care and related Doctor charges, except as specifically provided for in the Policy.
19. for outpatient treatment in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for the purposes of removing nerve interference as a result of or related to distortion, misalignment or subluxation of or in the vertebral column except as specifically provided.
20. for addiction and co-dependency services and supplies related to nicotine addiction.
21. for patient controlled analgesia (PCA).
22. for treatment of infertility (male or female), including diagnosis, diagnostic tests, medication, surgery, intrafallopian transfer and in vitro fertilization, or any other form of assisted conception, elective sterilization or its reversal, artificial insemination or in vitro fertilization.
23. for organ transplants.
24. for Injury resulting from: the practicing for, participating in, or traveling as a team member to and from intercollegiate and professional contest, competition or activity, including travel to and from the activity and practice, sporting events, racing or speed contests; while participating in any practice or conditioning program for such sport, contest or competition; hang gliding; parasailing; sky diving; glider flying; sail planing; parachuting; or bungee jumping.
25. for hospice or home health care.
26. for weight management services and supplies related to weight reduction programs, weight management programs, related nutritional supplies, treatment of obesity, surgery for removal of excess skin or fat.

EXCLUSIONS (contd)

27. for breast reconstruction and implantation or removal of breast prostheses unless such care and services are performed solely and directly as a result of a Medically Necessary mastectomy.
28. for treatment, services, drugs, device, procedures or supplies that are Experimental or Investigational.
29. for hormone treatment or hormone therapy not related to the treatment of Sickness.

Definitions

- "Covered Person"** means a Covered Student while coverage under the Policy is in effect and those Dependents with respect to whom a Covered Student is insured.
- "Doctor"** as used herein means: (a) legally qualified physician licensed by the state in which he or she practices; and (b) a practitioner of the healing arts performing services within the scope of his or her license as specified by the laws of the state of such practitioner; and (c) certified nurse midwives and licensed midwives while acting within the scope of that certification. The term "Doctor" does not include a Covered Person's Immediate Family Member.
- "Elective Treatment"** means medical treatment, which is not necessitated by a pathological change in the function or structure in any part of the body, occurring after the Covered Person's effective date of coverage.
- "Eligible Expense"** as used herein means a charge for any treatment, service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of a Sickness or Injury: (a) not in excess of the Reasonable and Customary charges; or (b) not in excess of the charges that would have been made in the absence of this coverage; (c) is the negotiated rate, if any and (d) incurred while the Policy is in force as to the Covered Person except with respect to any expenses payable under the Extension of Benefits Provision.
- "Injury"** means bodily injury due to an Accident which: (a) results solely, directly and independently of disease, bodily infirmity or any other causes; (b) occurs after the Covered Person's effective date of coverage; and (c) occurs while coverage is in force.
- "Medical Necessity/Medically Necessary"** means that a drug, device, procedure, service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice in the United States at the time it is provided. A service or supply will not be considered as Medically Necessary if: (a) it is provided only as a convenience to the Covered Person or provider; or (b) it is not the appropriate treatment for the Covered Person's diagnosis or symptoms; or (c) it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or (d) it is Experimental / Investigational or for research purposes; or (e) could have been omitted without adversely affecting the patient's condition or the quality of medical care; or (f) involves treatment of or the use of a medical device, drug or substance not formally approved by the U.S. Food and Drug Administration (FDA); or (g) involves a service, supply or drug not considered reasonable and necessary by the Center for Medicare and Medicaid Services Issues Manual; or (h) it can be safely provided to the patient on a more cost-effective basis such as outpatient, by a different medical professional or pursuant to a more conservative form of treatment. The fact that any particular Doctor may prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply Medically Necessary.
- "Reasonable and Customary"** means the charge, fee or expense which is the smallest of: (a) the actual charge; (b) the charge usually made for a covered service by the provider who furnishes it; (c) the negotiated rate, if any; and (d) the prevailing charge made for a covered service in the geographic area by those of similar professional standing.
- "Sickness"** means disease or illness including related conditions and recurrent symptoms of the Sickness which begins after the effective date of a Covered Person's coverage. Sickness also includes pregnancy and Complications of Pregnancy.
- "Experimental/Investigational"** means a drug, device or medical care or treatment that meets the following: (a) the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; (b) the informed consent document used with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase, if such a consent document is required by law; (c) the drug, device, medical care or treatment or the patient's informed consent document used with the drug, device, medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, if federal or state law requires such review and approval; (d) reliable evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or (e) reliable evidence shows that the prevailing opinion among experts regarding the drug, device, medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with standard means of treatment or diagnosis.
- "Immediate Family Member(s)"** means a person who is related to the Covered Person in any of the following ways: Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).