

WELLFLEET INSURANCE COMPANY

5814 Reed Road, Fort Wayne, Indiana 46835

STUDENT HEALTH INSURANCE POLICY

POLICYHOLDER: College of Our Lady of the Elms
(Policyholder, You, or Your)

POLICY NUMBER: WI2425MASHIP122

POLICY EFFECTIVE DATE: August 15, 2024

POLICY TERMINATION DATE: August 14, 2025

POLICY TERM: August 15, 2024 through August 14, 2025

STATE OF ISSUE: Massachusetts

The Policy is a legal contract between the Policyholder and Wellfleet Insurance Company (herein referenced as (“We, Us, Our and Company”).

This Policy contains the terms under which the Insurance Company agrees to insure certain persons and pay benefits.

This Policy takes effect on the Policy Effective Date at 12:00 a.m. local time at the Policyholder’s address. We must receive the Policyholder’s signed application and the initial Premium for it to take place.

Termination of the Policy

This Policy terminates on the Policy Termination Date at 11:59 p.m. local time at the Policyholder’s address.

This Policy may be renewed for additional periods of time by mutual written consent of the Company and this Policyholder at the Premium rates set by the Company for the renewal period.

Premium due dates

Premium is due on the date set by the Company.

This Policy is governed by applicable federal law and the laws of the state of issue.

Right to examine the Policy

You have 10 days after You receive this Policy to read and review it. During that 10-day period, if You decide You do not want this Policy, You may return it to Us at our Home Office or to the agent who sold it to You. As soon as it is returned, this Policy will be void. Premium paid will be returned to You.

**PLEASE READ THIS POLICY CAREFULLY
NON-PARTICIPATING**

ONE-YEAR TERM INSURANCE

This Policy is executed for the Company by its President and Secretary:



President
Andrew M. DiGiorgio



Secretary
Angela Adams

NONDISCRIMINATORY

Health care services and any other benefits to which a Covered Person is entitled are provided on a nondiscriminatory basis, including benefits mandated by state and federal law.



This health plan satisfies **Massachusetts Minimum Creditable Coverage standards** and **will satisfy** the individual mandate that you have health insurance.

MASSACHUSETTS REQUIREMENT TO PURCHASE HEALTH INSURANCE:

As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).

This health plan satisfies the Minimum Creditable Coverage requirement that is effective January 1, 2024 as part of the Massachusetts Health Care Reform Law. If an Insured Student purchases this plan he or she will satisfy the individual mandate that he or she has health insurance.

This disclosure is for minimum creditable coverage standards that are effective January 1, 2024. Because the standards may change, the Insured Student should review the health plan materials each year to determine whether the plan meets the latest standards.

If an Insured Student has questions about this notice, he or she may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at www.mass.gov/doi.

DISCLOSURE

Provider profiling information may be available from the Board of Registration in Medicine for providers in Massachusetts. Insured Persons shall have the opportunity to obtain health care services for an emergency medical condition, including the option of calling the local pre-hospital emergency medical service by dialing the emergency telephone access number 911, or its local equivalent, whenever the Insured Person is confronted with an emergency medical condition which in the judgment of a prudent layperson would require pre-hospital emergency services.

An Insured Person shall in no way be discouraged from using the local pre-hospital emergency medical service system, the 911 telephone number, or the local equivalent. Coverage will not be denied for medical and transportation expenses incurred as a result of such emergency medical condition.

In the event that We require an Insured Person to contact either Our designee or the primary care physician of the Insured Person or Us within 48 hours of receiving emergency services, that notification already given to Our designee, the primary care physician or Us by the attending emergency physician shall satisfy that requirement.

The Department of Public Health Office of Patient Protection (OPP) is available to answer questions concerning the legislation, regulation or an Insured Person's rights as a managed care consumer. All information specified in 211 CMR 52.16 is available to any Insured Person or any prospective insured from the Office of Patient Protection. He or she can contact the Office of Patient Protection by phone (1-800-436-7757) or fax (617-624-5046) or via the internet site (www.state.ma.us/dph/bhqm).

Genetic Testing

We will not require that an enrollee have genetic tests or testing as a condition of the issuance or renewal of any coverage under the Policy. We do not make any other distinctions based upon genetic information, in the amount of payment or premiums or rates charged, in the length of coverage or in any of the other terms and conditions of insurance.

This plan provides coverage of pediatric specialty care, including mental health care, by a person with recognized expertise in specialty pediatrics to Insured Persons requiring such services.

Prior authorization for emergency services is not required including post stabilization services.

TRANSLATION SERVICES

English/English

Translators are available when You call the customer service number. Upon request We will provide interpreter and translation services related to administrative procedures.

Español/Spanish

Traductores se encuentran disponibles cuando Ud. Llama al número de atención al cliente. Si Ud. Lo requiere, podemos ofrecerle interpretes y traductores con experiencia en procedimientos administrativos.

Русский/Russian

Переводчики предоставляются после Вашего звонка по номеру обслуживания клиентов. После запроса мы предоставим устного переводчика и услуги письменного перевода, связанные с административными процедурами.

Français/French

Des traducteurs sont à votre disposition quand Vous appelez le service clientèle. Sur demande, Nous vous fournirons des services d'interprétation/traduction pour les procédures administratives.

Italiano/Italian

Sono disponibili dei traduttori qualora se ne abbia bisogno quando si contatta il servizio clienti via telefono. Se richiesto, saremo in grado di offrire servizi di interpretariato e traduzione per i vari procedimenti amministrativi.

Português/Portuguese

Poderá obter serviços de tradução no momento de chamar o serviço à clientela. Quando solicitados, nós forneceremos serviços de interpretação e de tradução para os procedimentos administrativos.

Ελληνικά/Greek

Υπάρχουν διαθέσιμοι μεταφραστές όταν Εσείς τηλεφωνήσετε στον αριθμό εξυπηρέτησης πελατών. Όταν το ζητήσετε, Εμείς θα σας παρέχουμε με υπηρεσίες διερμηνείας και μετάφρασης σχετικά με τις διαχειριστικές διαδικασίες.

中文/Chinese

當您打電話給客服中心時，可利用翻譯員的服務。在您要求之下，我們會提供有關行政步驟過程的口譯以及翻譯服務。

Kreyl/Haitian Creole

Gen Tradiktè ki la pou pale ak ou lè w rele nimewo sèvis kliyan nou an. Si w mande nou pral ba w sèvis entèprèt ak tradiktè pou pwosedi administrasyon yo.

ភាសាខ្មែរ /Khmer

អ្នកបកប្រែទាំងអស់ អាចបំរើលោកអ្នកបាន លុះត្រាតែលោកអ្នក ទូរស័ព្ទទៅលេខ សំរាប់ការបំរើអតិថិជន។ ពេលសំណើរ ត្រូវយើងទទួលរួចហើយ យើងនឹងផ្តល់ ការបំរើផ្នែកការបកប្រែ ទាំងការបកប្រែ ពីសំណួរ ក៏ដូចជា ការបកប្រែផ្ទាល់មាត់ ទៅតាម ទំន់ការរបស់ទីចាត់ការរៀបចំ។

ລາວ/Lao

ຈະມີນາຍພາສາໃຫ້ທ່ານໄທທານ້ຳຜິຂອງພະແນກຊ່ວຍເຫຼືອລູກຄ້າ. ພາຍມີຫຼັງການຂໍແລ້ວ ພວກເຮົາຈະໃຫ້ບໍລິການນາຍພາສາແປຄວາມວ່າແລະແປອອກສານ ທີ່ກ່ຽວກັບການປະຕິບັດດ້ານບໍລິຫານຕ່າງໆ.

عربي/Arabic

يتوفر لدينا مترجمون لخدمتكم عندما تتصلون هاتفياً برقم خدمة الزبائن. وبناء على طلبكم، فإننا سنقوم بتأمين مترجم شفهي وخدمات ترجمة تتعلق بالإجراءات الإدارية.

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POLICYHOLDER QUESTIONS OR COMMENTS

If You have questions about the coverage under this Policy, or if You wish to discuss it, You may contact Us at:

Wellfleet Insurance Company
c/o Wellfleet Group, LLC
P.O. Box 15369
Springfield, MA 01115-5369

Please have Your Policy number available when You contact Us. It is on the front page of this Policy.

Underwritten by Wellfleet Insurance Company

Administrator: Wellfleet Group, LLC
 P.O. Box 15369
 Springfield, MA 01115-5369
 877-657-5030

DEFINITIONS

You will see some words in initial caps in this Policy. The initial caps mean that We have defined those words in this Policy. The definitions are in this section. You can find a complete list in the Definitions section of the Certificate.

Insured Person

A person for whom all of the following applies:

- The person is eligible for coverage as defined in the Certificate.
- The person's coverage has not ended.

Dates:

Effective Date

The date coverage becomes effective.

Premium Due Date

Premium is due on the date set by the Company.

Termination Date

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

Policy Term: The period of time from Policy Effective Date to the Policy Termination Date as shown on the cover page.

Policyholder

The school named on the front page of this Policy for the purpose of coverage under this Policy.

Premium

The amount You or the Insured Person are required to pay to Us to continue coverage.

Policy

This Student Health Insurance Policy (Policy). This Policy consists of several documents taken together.

PREMIUM

Premium - Rates

Premium rates are expressed in, and Premiums are payable in, United States currency. The Premiums for this Policy will be based on the rates, the plan and amounts of insurance in effect for Insured Persons and the Premium mode selected as agreed to by You and Us.

Premium Payment

The total Premium paid by You is the sum of Premiums for all Insured Persons, unless You and We agree to another mode of Premium payment. Premiums are paid at Our home office or to Our authorized agent.

If any Premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid Premium, except as provided in the Policy Grace Period section.

Grace Period

A Policy Grace Period of 31 days will be granted for payment of required Premiums due after the first Premium, unless:

1. We do not intend to renew this Policy beyond the period for which Premium has been accepted; and
2. Written notice of Our intention not to renew is delivered to You at least 31 days before the Premium is due.

This Policy will be in force during the Policy Grace Period. If the required Premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. You are liable to Us for any unpaid Premium for the time this Policy was in force.

Premium Rate Changes

We may change Premium rates at the end of any Policy Term with at least 31 days advance notice mailed to Your last known address. We will not increase Premium rates more frequently than annually, unless one of the events described below occurs.

We may change the Premium rate during a Policy Term if any one of the following occurs:

1. the terms of this Policy change;
2. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects Our benefit obligations under this Policy.

Any increase or decrease in rate will take effect on the date of the applicable change specified above, subject to required notification. A pro rata adjustment will apply from the date of the change to the end of any period for which Premium has been paid.

Refund of Premium

Premiums received by Us are fully earned upon receipt. Refund of Premium will be considered only if this Policy is terminated by either You or Us prior to the next Premium Due Date, a pro rata refund of Premium (less any claims paid) will be made for the unexpired term of this Policy.

Premium – Overdue Amounts

You shall pay Us interest on the total Premium amount that is overdue. Overdue Premium includes amounts due but not yet paid during the Grace Period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from You the costs of collecting any unpaid Premium, including reasonable attorney fees and costs of suit.

Premium – Eligibility Corrections

Premium will always be determined based upon the Effective Date and Termination Date of an Insured Person's term of coverage.

FINAL RATES

The current Premium rates, Policy Effective Date, and Effective Dates for all terms of coverage provided under this Policy are on record with Us and You.

ELIGIBILITY

You agree to submit to Us or Our duly authorized agent the name, Effective Date and any other required eligibility information for each person becoming insured hereunder. This must be done within 30 days after the Effective Date of each Insured Person's coverage. The information, together with payment of the Premium due for such persons, must be submitted to Us.

If We or Our duly authorized agent do not receive this information within this 30-day period, coverage on any names submitted subsequent to that period will not take effect until the date We actually receive the names of the persons to be insured. Coverage is also subject to payment of any Premium due.

TERMINATION

Automatic Termination

This Policy and all coverage end as of the last day of the Grace Period if You have not paid Us all Premiums due as of the end of the Grace Period.

Termination by You

You may end coverage under this Policy if You give Us 31 days advance written notice. The notice must include the Termination Date. The Termination Date shall not be earlier than 31 days after the date of the notice unless You and We agree. Your termination notice may apply to all classes or any class of students covered under this 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 this Policy and all or any coverage it provides:

1. Immediately upon written notice to You if You perform any act or practice that constitutes fraud or if You make any intentional misrepresentation of a material fact relevant to the coverage.
2. At any time after the end of the Grace Period if You have not paid the Premium. We will give You written notice of the Termination Date.
3. Upon 60 days written notice to You:

- a. If you breach a provision of the Policy and You do not cure the breach within the notice period.
- b. If You cease to be an eligible student health insurance Policyholder as defined under applicable law.
- c. If You change Your eligibility or participation requirements without Our consent.

Effect of Termination

You, Insured Persons, and We continue to be responsible, following termination, for the duties We each incur prior to the termination of this Policy. One of Your duties includes payment of Premium due for coverage through any Grace Period up to the day of Termination. You, Insured Persons, and We also continue to be responsible for Your, their, and Our duties that this Policy states are to occur following termination.

You, Insured Persons, and We have the rights and duties following termination of this Policy, as stated specifically in this Policy.

You shall notify Insured Persons of the termination of this Policy. Your notice will comply with applicable federal and state laws. We have the right to notify Insured Persons of termination of this Policy.

Notices – Termination of Coverage

You shall notify Insured Persons in writing, of their rights when coverage stops.

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of Premium. Requirements for reinstatement are Your written application, satisfactory to Us, and payment of all overdue Premiums. Any Premium accepted in connection with a reinstatement will be applied to a period for which Premium was not previously paid, but not to any period more than 90 days prior to the date of reinstatement.

ADMINISTRATION PROVISIONS

Indemnification

We agree to indemnify and hold You harmless against that portion of Your liability to third parties as determined by either state or federal regulatory agencies, boards, or other government bodies or by arbitration caused directly by Our willful misconduct, criminal conduct or material breach of this 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 arbitration caused directly by Your negligence, breach of this Policy, breach of applicable federal and state laws, willful misconduct, criminal conduct, or fraud.

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

Certificates

Where required by law, We will provide a Certificate to You for delivery to the Insured Person. Each Certificate will set forth a statement as to the insurance coverage to which the Insured Person is entitled, and to whom the insurance benefits are payable.

Distribution – Certificate of Coverage and Other Materials

You will distribute as required by applicable federal and state laws, the Certificate and other materials relating to enrollment and coverage features that We provide to You.

GENERAL PROVISIONS

Applicable Law

Applicable law means all federal and state laws that apply to the matters covered by this 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.

Conformity with Law

Any provision in this Policy that is in conflict with the requirements of any state or federal laws that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Entire Contract

The Policy consists of several documents taken together. These documents are:

- Your application
- This Policy
- The Certificate
- The schedule of benefits
- Any riders, endorsement, inserts, attachments, and amendments to the Policy or the Certificate.

These documents are the entire contract between Us and You. All Certificate documents that are part of the complete Policy are on file with Us and You. All statements made by You will be treated as representations and not warranties.

Changes to the Policy

This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions. We may agree with You to modify a plan of benefits without the Insured Person's consent.

Assignment and Delegation

You shall not assign any right or delegate any duty under this Policy unless We approve it in writing in advance, in conjunction with state law.

We may delegate some of Our functions under this Policy to third parties. We may also change or end these delegations. We do not need to give You advance notice to enter into, change or end these arrangements, and We do not need Your consent.

Clerical Error

A person's coverage validly in force will not be affected, nor will a person's coverage validly terminated be continued, due to error or delay in keeping records pertaining to insurance under this Policy. If such error or delay is found, We will adjust the Premium fairly.

Misstatement of Material Fact

If You have misstated any material fact, all amounts payable under this Policy will be such as the Premium paid would have purchased had such fact been correctly stated.

Noncompliance with Policy Requirements

Any express or implied waiver by Us of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by Us to enforce any Policy provision will not be a waiver or amendment of that provision.

Discrimination prohibited

You shall not encourage or discourage enrollment in the coverage provided by this 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.

Financial Sanctions Exclusion

If coverage provided by this Policy violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid, and any Premiums paid will be refunded (less any claims paid). For example, We cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a valid written Office of Foreign Assets Control (OFAC) license. For more information, visit <http://www.treasury.gov/resource-center/sanctions/pages/default.aspx>.

Legal Actions

No action at law or in equity will be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action will be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

Incontestability

The validity of this Policy will not be contested after it has been in force for two (2) years from this Policy Effective Date, except for misrepresentation or fraud. We reserve the right to contest coverage at any time based upon the Insured Person's ineligibility for coverage under this Policy or upon other provisions of this Policy.

Records

You or Your authorized administrator will maintain the records of the Insured Person's insurance under this Policy. We will be permitted to examine Your records relating to the insurance under this Policy at any reasonable time. You are acting as an agent of the Insured Person for transactions relating to this insurance. Your actions will not be considered Our actions.

Reporting Requirements

You or Your authorized agent must report all of the following to Us by the Premium Due Date:

1. the names of all persons insured on this Policy Effective Date;
2. the names of all persons who are insured after the Policy Effective Date;
3. the names of those persons whose insurance has terminated;
4. additional information required by Us.

We, at Our option, may waive reporting of any information specified above.

Non-Participating

This Policy is non-participating. It does not share in the Company's profits or surplus earnings.

Notices

This 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 (3) 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:

Wellfleet Insurance Company
c/o Wellfleet Group, LLC
P.O. Box 15369
Springfield, MA 01115-5369

Notice sent to You by mail and commercial carrier shall be sent to the address that We have on file for You or Your authorized agent.

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

Privacy

We will protect the personal health information of Insured Persons 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 this Policy. For a copy of Our Notice of Privacy Practices, an Insured Person can call the toll-free number on their ID card or log on to www.wellfleetstudent.com.

Policies and Procedures

We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy in order to promote orderly and efficient administration. You and all Insured Persons are bound by and shall comply with them. You will certify Your compliance with them upon Our request or as required specifically by this Policy.

Third Parties Rights

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

Workers' Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

THE REMAINDER OF THIS CONTRACT CONSISTS OF THE CERTIFICATE, SCHEDULE OF BENEFITS, APPLICATION, RIDERS AND AMENDMENTS, IF ANY, THAT ARE ATTACHED TO, AND MADE A PART OF THIS POLICY.