Plan Year 2023

The actual certificate issued may vary from the samples provided based upon final plan selection or other factors. If there is any conflict between the samples provided and the certificate that is issued, the issued certificate will control.

If you are already a member, please sign in or register on <u>Humana.com</u> to view your issued certificate.



Imr	ortant	

At Humana, it is important you are treated fairly.

Humana Inc. and its subsidiaries do not discriminate or exclude people because of their race, color, national origin, age, disability, sex, sexual orientation, gender, gender identity, ancestry, ethnicity, marital status, religion, or language. Discrimination is against the law. Humana and its subsidiaries comply with applicable Federal Civil Rights laws. If you believe that you have been discriminated against by Humana or its subsidiaries, there are ways to get help.

- You may file a complaint, also known as a grievance:
 Discrimination Grievances, P.O. Box 14618,
 Lexington, KY 40512-4618
 If you need help filing a grievance, call the number on your ID card or if you use a TTY, call 711.
- You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through their complaint portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by at U.S. Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, DC 20201, 800-368-1019, 800-537-7697 (TDD). Complaint forms are available at https://www.hhs.gov/ocr/office/file/index.html.
- California residents: You may also call California Department of Insurance toll-free hotline number: 800-927-HELP (4357), to file a grievance.

Auxiliary aids and services, free of charge, are available to you. Call the number on your ID card (TTY: 711)

Humana provides free auxiliary aids and services, such as qualified sign language interpreters, video remote interpretation, and written information in other formats to people with disabilities when such auxiliary aids and services are necessary to ensure an equal opportunity to participate.

Language assistance services, free of charge, are available to you. Call the number on your ID card (TTY: 711)

ATTENTION: If you do not speak English, language assistance services, free of charge, are available to you. Call the number on your ID card (TTY: 711)... ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al número que figura en su tarjeta de identificación (TTY: 711)

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電會員卡上的電話號碼 (TTY: 711)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số điện thoại ghi trên thẻ ID của quý vị (TTY: 711)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. ID 카드에 적혀 있는 번호로 전화해 주십시오 (TTY: 711)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tawagan ang numero na nasa iyong ID card (TTY: 711) ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Наберите номер, указанный на вашей карточке-удостоверении (телетайп: 711)

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele nimewo ki sou kat idantite manm ou (TTY: 711)

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le numéro figurant sur votre carte de membre (ATS: 711)

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Proszę zadzwonić pod numer podany na karcie identyfikacyjnej (TTY: 711)

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para o número presente em seu cartão de identificação (TTY: 711)

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero che appare sulla tessera identificativa (TTY: 711)

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Wählen Sie die Nummer, die sich auf Ihrer Versicherungskarte befindet (TTY: 711)

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。 お手持ちの ID カードに記載されている電話番号までご連絡ください **(TTY: 711)**

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با شماره تلفن روی کارت شناسایی تان تماس بگیرید (**TTY: 711)**

Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, námboo ninaaltsoos yézhí, bee néé ho'dólzin bikáá'ígíí bee hólne' (TTY: 711)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم الهاتف الموجود على بطاقة الهوية الخاصة بك (TTY: 711)·

Humana.

Administrative Office: N19W24133 Riverwood Drive Suite 300 Waukesha, WI 53188-1145 Administrative Office: 1100 Employers Boulevard Green Bay, Wisconsin 54344

Certificate of Coverage Humana Wisconsin Health Organization Insurance Corporation and Humana Insurance Company

Group Plan Sponsor:	
Group Plan Number:	
Effective Date:	
Product Name:	

Humana Wisconsin Health Organization Insurance Corporation and Humana Insurance Company have entered into an agreement with the *group plan sponsor* to provide *you* with *health insurance coverage*. In accordance with the terms of the *master group contract* issued to the *group plan sponsor*, Humana Wisconsin Health Organization Insurance Corporation and Humana Insurance Company certify that a *covered person* has coverage for the benefits described in this *certificate*. This *certificate* becomes the Certificate of Coverage and replaces any and all certificates and certificate riders previously issued.

Bruce Broussard President

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Important Notice Concerning Statements in the Enrollment Form for *Your* **Insurance**

Please read the copy of the enrollment form accompanying this *certificate* which has been otherwise previously delivered to *you* by the *group plan sponsor*. Omissions or misstatements in the enrollment form could cause an otherwise valid claim to be denied. Therefore, carefully check the enrollment form and write to *us* within 10 days if any information shown on the enrollment form is not correct. The insurance coverage was issued on the basis that the answers to all questions and any other material information shown on the enrollment form were correct and complete.

This booklet, referred to as a Benefit Plan Document, is provided to describe *your* Humana coverage.

NOTICE: LIMITED BENEFITS WILL BE PAID WHEN NON-NETWORK PROVIDERS ARE USED

You should be aware that when you elect to utilize the services of a non-network provider for a covered service, benefit payments to such non-network provider are not based upon the amount billed. The basis of your benefit payment will be determined according to your policy's fee schedule, maximum allowable fee (which is determined by comparing charges for similar services adjusted to the geographical area where the services are performed), or other method as defined by the master group contract. YOU RISK PAYING MORE THAN THE COINSURANCE, DEDUCTIBLE AND COPAYMENT AMOUNT DEFINED IN THE MASTER GROUP CONTRACT AFTER THE PLAN HAS PAID ITS REQUIRED PORTION. Non-network providers may bill enrollees for any amount up to the billed charge after the plan has paid its portion of the bill. Network providers have agreed to accept discounted payment for covered services with no additional billing to the enrollee other than copayment, coinsurance and deductible amounts. You may obtain further information about the network status of professional providers and information on out-of-pocket expenses by calling the toll free telephone number on your identification card or by visiting our Website at www.humana.com.

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UNDERSTANDING YOUR COVERAGE

As you read the *certificate*, you will see some words are printed in italics. Italicized words may have different meanings in the *certificate* than in general. Please check the "Glossary" sections for the meaning of the italicized words as they apply to your plan.

The *certificate* gives *you* information about *your* plan. It tells *you* what is covered and what is not covered. It also tells *you* what *you* must do and how much *you* must pay for services. *Your* plan covers many services, but it is important to remember it has limits. Be sure to read *your certificate* carefully before using *your* benefits.

Covered and non-covered expenses

We will provide coverage for services, equipment and supplies that are covered expenses. All requirements of the master group contract apply to covered expenses.

The date used on the bill we receive for covered expenses or the date confirmed in your medical records is the date that will be used when your claim is processed to determine the benefit period.

You must pay the health care provider any amount due that we do not pay. Not all services and supplies are a covered expense, even when they are ordered by a health care practitioner.

Refer to the "Schedule of Benefits," the "Covered Expenses" and the "Limitations and Exclusions" sections and any amendment attached to the *certificate* to see when services or supplies are *covered expenses* or are non-covered expenses.

How your master group contract works

We may apply a copayment or deductible before we pay for certain covered expenses. If a deductible applies, and it is met, we will pay covered expenses at the coinsurance amount. Refer to the "Schedule of Benefits" to see when a copayment, deductible and/or coinsurance may apply.

The service and diagnostic information submitted on the *qualified provider's* bill will be used to determine which provision of the "Schedule of Benefits" applies.

Covered expenses are subject to the *maximum allowable fee*. We will apply the applicable *network* provider or *non-network provider* benefit level to the total amount billed by the *qualified provider*, <u>less</u> any amounts such as:

- Those in excess of the negotiated amount by contract, directly or indirectly, between *us* and the *qualified provider*; or
- Those in excess of the maximum allowable fee; and
- Adjustments related to *our* claims processing procedures. Refer to the "Claims" section of this *certificate* for more information on *our* claims processing procedures.

Unless stated otherwise in this *certificate*, *you* will be responsible to pay:

• The applicable *network provider* or *non-network provider copayment*, *deductible* and/or *coinsurance*;

- Any amount over the maximum allowable fee to a non-network provider; and
- Any amount not paid by us.

However, we will apply the *network provider* benefit level and *you* will only be responsible to pay the *network provider copayment*, *deductible* and/or *coinsurance*, based on the *qualified payment amount*, for *covered expenses* when *you* receive the following services from a *non-network provider*:

- Emergency care and air ambulance services;
- Ancillary services while you are at a network facility;
- Services that are not considered *ancillary services* while *you* are at a *network facility*, and *you* do not consent to the *non-network provider* to obtain such services; and
- *Post-stabilization services* when:
 - The attending *qualified provider* determines *you* are not able to travel by non-medical transportation to obtain services from a *network provider*; and
 - You do not consent to the *non-network provider* to obtain such services due to your emergency medical condition.

Any copayment, deductible and/or coinsurance you pay for services based on the qualified payment amount will be applied to the network provider out-of-pocket limit.

If an *out-of-pocket limit* applies and it is met, we will pay *covered expenses* at 100% the rest of the *year*, subject to any maximum benefit and all other terms, provisions, limitations, and exclusions of the *master group contract*.

Your choice of providers affects your benefits

We will pay benefits for *covered expenses* at a higher percentage most of the time, if *you* see a *network* provider, so the amount *you* pay will be lower. Be sure to check if *your qualified provider* is a *network* provider before seeing them.

We may designate certain *network providers* as preferred providers for specific services. If *you* do not see the *network provider* designated by *us* as a preferred provider for these services, *we* may pay less.

Unless stated otherwise in this *certificate*, we will pay a lower percentage if you see a non-network provider, so the amount you pay will be higher. Non-network providers have not signed an agreement with us for lower costs for services and they may bill you for any amount over the maximum allowable fee. If the non-network provider bills you any amount over the maximum allowable fee, you will have to pay that amount and any copayment, deductible and coinsurance to the non-network provider. Any amount you pay over the maximum allowable fee will not apply to your deductible or any out-of-pocket limit.

Some *non-network providers* work with *network hospitals*. If possible, *you* may want to check if all health care providers working with *network hospitals* are *network providers*.

We will apply the *network provider* benefit level and *you* will only be responsible to pay the *network* provider copayment, deductible and/or coinsurance, based on the qualified payment amount, for covered expenses when you receive the following services from a *non-network provider*:

- Ancillary services when you are at a network facility;
- Services that are not considered *ancillary services* when *you* are at a *network facility*, and *you* do not consent to the *non-network provider* to obtain such services; and
- Post-stabilization services when:
 - The attending *qualified provider* determines *you* are not able to travel by non-medical transportation to obtain services from a *network provider*; and
 - You do not consent to the *non-network provider* to obtain such services.
- For all other services *you* receive from a *non-network provider*, *you* will be responsible to pay the *non-network provider copayment, deductible* and/or *coinsurance* and *you* may also be responsible to pay any amount over the *maximum allowable fee* for *covered expenses* including:
- Services that are not considered *ancillary services* when you are at a network facility and you consent to the non-network provider to obtain such services; and
- *Post-stabilization services* when:
 - The attending *qualified provider* determines *you* are able to travel by non-medical transportation to obtain services from a *network provider*; and
 - You consent to the non-network provider to obtain such services.

Refer to the "Schedule of Benefits" sections in the "Certificate of Insurance" and in this *certificate* to see what *your network provider* and *non-network provider* benefits are.

How to find a network provider

You may find a list of network providers at www.humana.com. This list is subject to change. Please check this list before receiving services from a qualified provider. You may also call our customer service department at the number listed on your ID card to determine if a qualified provider is a network provider, or we can send the list to you. A network provider can only be confirmed by us.

How to use your point of service (POS) plan

You may receive services from a network provider or non-network provider with your POS plan without a referral from your primary care physician. Refer to the "Schedule of Benefits" for any preauthorization requirements.

Continuity of care

If your qualified provider ceases being a network provider while you are undergoing a course of treatment, you will be able to continue treatment with the same qualified provider for the shorter period of the following:

- The remainder of the course of treatment; or
- 90 days after the *network provider's* termination with the HMO.

For pregnancy, if *you* are in the 2nd or 3rd trimester, continuity of care is available until the completion of postpartum care for the mother and the *dependent* newborn.

If a *covered person* has been assigned to a *primary care physician* and that physician's agreement to provide health services to *covered persons* is terminated, the *covered person* may transfer treatment to another *primary care physician* or may continue services with that *primary care physician* until the earlier of:

- The end of the current calendar year (if no open enrollment period); or
- End of the calendar year for which it was represented that the *qualified provider* was or would be participating (if an *open enrollment period*).

Continuity of care is available only if:

- The qualified provider continues practice in the service area; and
- The termination of the *network provider's* contract was not due to misconduct on the part of the *qualified provider*.

Seeking emergency care

If you need emergency care, go to the nearest emergency facility.

You, or someone on your behalf, must call us within 48 hours after your admission to a non-network hospital for an emergency medical condition. If your condition does not allow you to call us within 48 hours after your admission, contact us as soon as your condition allows. We may transfer you to a network hospital in the service area when your condition is stable.

Seeking urgent care

If you need urgent care, you must go to the nearest urgent care center or call an urgent care qualified provider for the network provider benefit copayment, deductible or coinsurance to apply. You must receive urgent care services from a network provider for the network provider copayment, deductible or coinsurance to apply.

Our relationship with qualified providers

Qualified providers are <u>not</u> our agents, employees or partners. All providers are independent contractors. Qualified providers make their own clinical judgments or give their own treatment advice without coverage decisions made by us.

The *master group contract* will not change what is decided between *you* and *qualified providers* regarding *your* medical condition or treatment options. *Qualified providers* act on *your* behalf when they order services. *You* and *your qualified providers* make all decisions about *your* health care, no matter what *we* cover. *We* are not responsible for anything said or written by a *qualified provider* about *covered expenses* and/or what is not covered under this *certificate*. Please call *our* customer service department at the telephone number listed on *your* ID card if *you* have any questions.

Our financial arrangements with network providers

We have agreements with network providers that may have different payment arrangements:

- Many *network providers* are paid on a discounted fee-for-services basis. This means they have agreed to be paid a set amount for each *covered expense*;
- Some *network providers* may have capitation agreements. This means the *network provider* is paid a set dollar amount each month to care for each *covered person* no matter how many services a *covered person* may receive from the *network provider*, such as a *primary care physician* or a *specialty care physician*;
- Hospitals may be paid on a Diagnosis Related Group (DRG) basis or a flat fee per day basis for
 inpatient services. Outpatient services are usually paid on a flat fee per service or a procedure or
 discount from their normal charges.

The certificate

The *certificate* is part of the *master group contract* and tells *you* what is covered and not covered and the requirements of the *master group contract*. Nothing in the *certificate* takes the place of or changes any of the terms of the *master group contract*. The final interpretation of any provision in the *certificate* is governed by the *master group contract*. If the *certificate* is different than the *master group contract*, the provisions of the *master group contract* will apply. The benefits in the *certificate* apply if *you* are a *covered person*.

COVERED EXPENSES

This "Covered Expenses" section describes the services that will be considered *covered expenses* under the *master group contract* for *preventive services* and medical services for a *bodily injury* and *sickness*. Benefits will be paid as specified in the "How your master group contract works" provision in the "Understanding Your Coverage" section and as shown on the "Schedules of Benefits," subject to any applicable:

- Preauthorization requirements;
- Deductible;
- Copayment,
- Coinsurance percentage; and
- Maximum benefit.

Refer to the "Limitations and Exclusions" section listed in this *certificate*. All terms and provisions of the *master group contract* apply.

Preventive services

Covered expenses include the preventive services appropriate for you as recommended by the U.S. Department of Health and Human Services (HHS) for your plan year. Preventive services include:

- Services with an A or B rating in the current recommendations of the United States Preventive Services Task Force (USPSTF).
- Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC).
- Preventive care for infants, children and adolescents provided in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).
- Preventive care for women provided in the comprehensive guidelines supported by HRSA.
- Blood lead tests for *covered persons* under age 6. These tests must be conducted in accordance with the Department of Health and Social Services' recommended levels and intervals.

For the recommended *preventive services* that apply to *your* plan *year*, refer to the <u>www.healthcare.gov</u> website or call the customer service telephone number on *your* ID card.

Health care practitioner office services

We will pay the following benefits for *covered expenses* incurred by *you* for *health care practitioner* home and office visit services. *You* must incur the *health care practitioner's* services as the result of a *sickness* or *bodily injury*.

Health care practitioner office visit

Covered expenses include:

- Home and office visits for the diagnosis and treatment of a sickness or bodily injury.
- Home and office visits for prenatal care.
- Home and office visits for diabetes.

- Diagnostic laboratory and radiology.
- Allergy testing.
- Allergy serum.
- Allergy injections.
- Injections other than allergy.
- Surgery, including anesthesia.
- Second opinions.
- Services received from a nurse practitioner when provided within the scope of their license.

Virtual visit services

We will pay benefits for *covered expenses* incurred by *you* for *virtual visits* for the diagnosis and treatment of a *sickness* or *bodily injury*. *Virtual visits* must be for services that would otherwise be a *covered expense* if provided during a face-to-face consultation between a *covered person* and a *health care practitioner*.

Health care practitioner services at a retail clinic

We will pay benefits for *covered expenses* incurred by you for health care practitioner services at a retail clinic for a sickness or bodily injury.

Hospital services

We will pay benefits for *covered expenses* incurred by *you* while *hospital confined* or for *outpatient* services. A *hospital confinement* must be ordered by a *health care practitioner*.

For *emergency care* benefits, refer to the "Emergency services" provision of this section.

Hospital inpatient services

Covered expenses include:

- Daily semi-private, ward, intensive care or coronary care *room and board* charges for each day of *confinement*. Benefits for a private or single-bed room are limited to the *maximum allowable fee* charged for a semi-private room in the *hospital* while *confined*.
- Services and supplies, other than *room and board*, provided by a *hospital* while *confined*.

Health care practitioner inpatient services when provided in a hospital

Services that are payable as a *hospital* charge are not payable as a *health care practitioner* charge.

Covered expenses include:

- Medical services furnished by an attending *health care practitioner* to *you* while *you* are *hospital confined*.
- Surgery performed on an inpatient basis.
- Services of an assistant surgeon.
- Services of a *surgical assistant*.
- Anesthesia administered by a *health care practitioner* or certified registered anesthetist attendant for a *surgery*.
- Consultation charges requested by the attending *health care practitioner* during a *hospital confinement*. The benefit is limited to one consultation by any one *health care practitioner* per specialty during a *hospital confinement*.
- Services of a pathologist.
- Services of a radiologist.
- Services performed on an emergency basis in a *hospital* if the *sickness* or *bodily injury* being treated results in a *hospital confinement*.

Hospital outpatient services

Covered expenses include outpatient services and supplies, as outlined in the following provisions, provided in a hospital's outpatient department.

Covered expenses provided in a hospital's outpatient department will <u>not</u> exceed the average semi-private room rate when you are in observation status.

Hospital outpatient surgical services

Covered expenses include services provided in a hospital's outpatient department in connection with outpatient surgery.

Health care practitioner outpatient services when provided in a hospital

Services that are payable as a *hospital* charge are not payable as a *health care practitioner* charge.

Covered expenses include:

- Surgery performed on an outpatient basis.
- Services of an assistant surgeon.
- Services of a *surgical assistant*.
- Anesthesia administered by a *health care practitioner* or certified registered anesthetist attendant for a *surgery*.
- Services of a pathologist.
- Services of a radiologist.

Hospital outpatient non-surgical services

Covered expenses include services provided in a hospital's outpatient department in connection with non-surgical services.

Hospital outpatient advanced imaging

We will pay benefits for *covered expenses* incurred by you for *outpatient advanced imaging* in a *hospital's outpatient* department.

Pregnancy and newborn benefit

We will pay benefits for covered expenses incurred by a covered person for a pregnancy.

Covered expenses include:

- A minimum stay in a hospital for 48 hours following an uncomplicated vaginal delivery and 96 hours following an uncomplicated cesarean section. If an earlier discharge is consistent with the most current protocols and guidelines of the American College of Obstetricians and Gynecologists or the American Academy of Pediatrics and is consented to by the mother and the attending health care practitioner, a post-discharge office visit to the health care practitioner or a home health care visit within the first 48 hours after discharge is also covered, subject to the terms of this certificate.
- For a newborn, *hospital confinement* during the first 48 hours or 96 hours following birth, as applicable and listed above for:
 - Hospital charges for routine nursery care;
 - The health care practitioner's charges for circumcision of the newborn child; and
 - The *health care practitioner's* charges for routine examination of the newborn before release from the *hospital*.
- If the covered newborn must remain in the *hospital* past the mother's *confinement*, services and supplies received for:
 - A bodily injury or sickness;

- Care and treatment for premature birth; and
- Medically diagnosed birth defects and abnormalities.

Covered expenses also include cosmetic surgery specifically and solely for:

- Reconstruction due to *bodily injury*, infection or other disease of the involved part; or
- Congenital anomaly of a covered dependent child that resulted in a functional impairment.

The newborn will not be required to satisfy a separate *deductible* and/or *copayment* for *hospital* or *birthing center* facility charges for the *confinement* period immediately following birth. A *deductible* and/or *copayment*, if applicable, will be required for any subsequent *hospital admission*.

If determined by the *covered person* and *your health care practitioner*, coverage is available in a *birthing center*. *Covered expenses* in a *birthing center* include:

- An uncomplicated, vaginal delivery; and
- Immediate care after delivery for the *covered person* and the newborn.

Emergency services

We will pay benefits for *covered expenses* incurred by *you* for *emergency care*, including the treatment and stabilization of an *emergency medical condition*.

Emergency care provided by non-network providers will be covered at the network provider benefit level, as specified in the "Emergency services" benefit in the "Schedule of Benefits." However, you will only be responsible to pay the network provider copayment, deductible and/or coinsurance to the non-network provider for emergency care based on the qualified payment amount.

Benefits under this "Emergency services" provision are not available if the services provided do not meet the definition of *emergency medical condition*.

Ambulance services

We will pay benefits for *covered expenses* incurred by *you* for licensed *ambulance* and *air ambulance* services to, from or between medical facilities for an *emergency medical condition*.

Ambulance and air ambulance services for an emergency medical condition provided by a non-network provider will be covered at the network provider benefit level, as specified in the "Ambulance services" benefit in the "Schedule of Benefits." You may be required to pay the non-network provider any amount not paid by us, as follows:

• For ambulance services, you will be responsible to pay the network provider copayment, deductible and/or coinsurance. You may also be responsible to pay any amount over the maximum allowable fee to a non-network provider. Non-network providers have not agreed to accept discounted or negotiated fees, and may bill you for charges in excess of the maximum allowable fee; and

• For *air ambulance* services, *you* will only be responsible to pay the *network provider copayment*, *deductible* and/or *coinsurance* based on the *qualified payment amount*.

Ambulatory surgical center services

We will pay benefits for *covered expenses* incurred by *you* for services provided in an *ambulatory surgical center* for the utilization of the facility and ancillary services in connection with *outpatient surgery*.

Health care practitioner outpatient services when provided in an ambulatory surgical center

Services that are payable as an *ambulatory surgical center* charge are not payable as a *health care practitioner* charge.

Covered expenses include:

- Surgery performed on an outpatient basis.
- Services of an assistant surgeon.
- Services of a *surgical assistant*.
- Anesthesia administered by a health care practitioner or certified registered anesthetist attendant for a surgery.
- Services of a pathologist.
- Services of a radiologist.

Durable medical equipment and diabetes equipment

We will pay benefits for covered expenses incurred by you for durable medical equipment and diabetes equipment.

At our option, covered expense includes the purchase or rental of durable medical equipment or diabetes equipment. If the cost of renting the equipment is more than you would pay to buy it, only the purchase price is considered a covered expense. In either case, total covered expenses for durable medical equipment or diabetes equipment shall not exceed its purchase price. In the event we determine to purchase the durable medical equipment or diabetes equipment, any amount paid as rent for such equipment will be credited toward the purchase price.

Repair and maintenance of purchased *durable medical equipment* and *diabetes equipment* is a *covered expense* if:

- Manufacturer's warranty is expired, except insulin pumps are limited to one per year; and
- Repair or maintenance is not a result of misuse or abuse; and
- Repair cost is less than replacement cost.

Replacement of purchased durable medical equipment and diabetes equipment is a covered expense if:

- Manufacturer's warranty is expired, except insulin pumps are limited to one per year; and
- Replacement cost is less than repair cost; and
- Replacement is not due to lost or stolen equipment, or misuse or abuse of the equipment; or
- Replacement is required due to a change in *your* condition that makes the current equipment non-functional.

Free-standing facility services

Free-standing facility diagnostic laboratory and radiology services

We will pay benefits for *covered expenses* for services provided in a *free-standing facility*.

Health care practitioner services when provided in a free-standing facility

We will pay benefits for *outpatient* non-surgical services provided by a *health care practitioner* in a *free-standing facility*.

Free-standing facility advanced imaging

We will pay benefits for covered expenses incurred by you for outpatient advanced imaging in a free-standing facility.

Home health care services

We will pay benefits for covered expenses incurred by you in connection with a home health care plan provided by a home health care agency. All home health care services and supplies must be provided on a part-time or intermittent basis to you in conjunction with the approved home health care plan.

The "Schedule of Benefits" shows the maximum number of visits allowed by a representative of a *home health care agency*, if any. A visit by any representative of a *home health care agency* of four hours or less will be counted as one visit. Each additional four hours or less is considered an additional visit.

Home health care *covered expenses* are limited to:

- Care provided by a *nurse*;
- Care provided by home health services, which is *medically necessary* as part of the *home health* care plan, under the supervision of a registered nurse or medical social worker;
- Physical, occupational, respiratory, or speech therapy;
- Medical social work and nutrition services;
- Medical supplies, except for durable medical equipment; and
- Laboratory services.

Home health care *covered expenses* do not include:

- Charges for mileage or travel time to and from the *covered person's* home;
- Wage or shift differentials for any representative of a home health care agency;
- Charges for supervision of home health care agencies;
- Custodial care; or
- The provision or administration of *self-administered injectable drug*, unless otherwise determined by *us*.

Home health care will not be reimbursed unless the health care practitioner certifies that:

- Hospitalization or *confinement* in a *skilled nursing facility* would otherwise be required if home care were not provided;
- Necessary care and treatment are not available from members of *your* immediate family or other persons residing with *you* without causing undue hardship. "Immediate family" means *your* spouse, children, parents, grandparents, brothers and sisters and their spouses;
- The home health care services will be provided or coordinated by a state-licensed or Medicare-certified *home health care agency* or certified rehabilitation agency; and

If you were hospitalized immediately prior to the commencement of home health care, the home health care plan must also be initially approved by the health care practitioner who was the primary provider of services during the hospitalization.

If the above criteria are not met, no benefits will be payable under the *master group contract* for home health care.

Hospice services

We will pay benefits for *covered expenses* incurred by *you* for a *hospice care program*. A *health care practitioner* must certify that the *covered person* is terminally ill.

If the above criteria is not met, no benefits will be payable under the *master group contract*.

Hospice care benefits are payable as shown on the "Schedule of Benefits" for the following hospice services:

- Room and board at a hospice, when it is for management of acute pain or for an acute phase of chronic symptom management;
- Part-time nursing care provided by or supervised by a registered nurse (R.N.) for up to eight hours in any one day;
- Counseling for the terminally ill *covered person* and his/her immediate covered *family members* by a licensed:
 - Clinical social worker: or
 - Pastoral counselor.

- Medical social services provided to the terminally ill *covered person* or his/her immediate covered *family members* under the direction of a *health care practitioner*, including:
 - Assessment of social, emotional and medical needs, and the home and family situation; and
 - Identification of the community resources available;
- Psychological and dietary counseling;
- Physical therapy;
- Part-time home health aide services for up to eight hours in any one day; and
- Medical supplies, drugs and medicines for *palliative care*.

Hospice care *covered expenses* do not include:

- A *confinement* not required for acute pain control or other treatment for an acute phase of chronic symptom management;
- Services by volunteers or persons who do not regularly charge for their services;
- Services by a licensed pastoral counselor to a member of his or her congregation. These are services in the course of the duties to which he or she is called as a pastor or minister; and
- Bereavement counseling services for *family members* not covered under the *master group contract*.

Jaw joint benefit

We will pay benefits for covered expenses incurred by you during a plan of treatment for any jaw joint problem, including temporomandibular joint disorder, craniomaxillary disorder, craniomandibular disorder, head and neck neuromuscular disorder, or other conditions of the joint linking the jaw bone and the skull, subject to the maximum benefit shown on the "Schedule of Benefits," if any. Expenses covered under this jaw joint benefit are not covered under any other provision of this certificate.

The following are *covered expenses*:

- A single examination including a history, physical examination, muscle testing, range of motion measurements, and psychological evaluation;
- Diagnostic x-rays;
- Physical therapy of necessary frequency and duration, limited to a multiple modality benefit when more than one therapeutic treatment is rendered on the same date of service;
- Therapeutic injections;
- Appliance therapy utilizing an appliance that does not permanently alter tooth position, jaw position or bite. Benefits for reversible appliance therapy will be based on the *maximum allowable fee* for use of a single appliance, regardless of the number of appliances used in treatment. The benefit for the appliance therapy will include an allowance for all jaw relation and position diagnostic services, office visits, adjustments, training, repair, and replacement of the appliance; and
- Surgical procedures.

Covered expenses do not include charges for:

- Computed Tomography (CT) scans or magnetic resonance imaging except in conjunction with surgical management;
- Electronic diagnostic modalities;
- Occlusal analysis; or
- Any irreversible procedure, including but not limited to: orthodontics, occlusal adjustment, crowns, onlays, fixed or removable partial dentures, and full dentures.

Physical medicine and rehabilitative services

We will pay benefits for *covered expenses* incurred by *you* for the following physical medicine and/or *rehabilitative services* for a documented *functional impairment*, pain or developmental delay or defect as ordered by a *health care practitioner* and performed by a *health care practitioner*:

- Physical therapy services;
- Occupational therapy services;
- Speech therapy or speech pathology services;
- Audiology services;
- Cognitive rehabilitation services;
- Respiratory or pulmonary rehabilitation services; and
- Cardiac rehabilitation services.

The "Schedule of Benefits" shows the maximum number of visits for physical medicine and/or *rehabilitative services*, if any.

Habilitative services

We will pay benefits for covered expenses incurred by you for the following habilitative services ordered and performed by a health care practitioner for a covered person with a congenital anomaly, developmental delay or defect:

- Physical therapy services;
- Occupational therapy services;
- Speech therapy or speech pathology services; and
- Audiology services.

The "Schedule of Benefits" shows the maximum number of visits for *habilitative services*, if any.

Spinal manipulations/adjustments

We will pay benefits for *covered expenses* incurred by *you* for spinal manipulations/adjustments performed by a *health care practitioner*.

The "Schedule of Benefits" shows the maximum number of visits for spinal manipulations/adjustments, if any.

Skilled nursing facility services

We will pay benefits for *covered expenses* incurred by *you* for charges made by a *skilled nursing facility* for *room and board* and for services and supplies. *Your confinement* to a *skilled nursing facility* must be based upon a written recommendation of a *health care practitioner*.

The "Schedule of Benefits" shows the maximum length of time for which we will pay benefits for charges made by a *skilled nursing facility*, if any.

Health care practitioner services when provided in a skilled nursing facility

Services that are payable as a *skilled nursing facility* charge are not payable as a *health care practitioner* charge.

Covered expenses include:

- Medical services furnished by an attending health care practitioner to you while you are confined in a skilled nursing facility;
- Consultation charges requested by the attending *health care practitioner* during a *confinement* in a *skilled nursing facility*;
- Services of a pathologist; and
- Services of a radiologist.

Specialty drug medical benefit

We will pay benefits for *covered expenses* incurred by *you* for *specialty drugs* provided by or obtained from a *qualified provider* in the following locations:

- Health care practitioner's office;
- Free-standing facility;
- Urgent care center,
- A home;
- Hospital;
- Skilled nursing facility;
- Ambulance; and
- Emergency room.

Specialty drugs may be subject to preauthorization requirements. Refer to the "Schedule of Benefits" in this certificate for preauthorization requirements and contact us prior to receiving specialty drugs. Coverage for certain specialty drugs administered to you by a qualified provider in a hospital's outpatient department may only be granted as described in the "Access to non-formulary drugs" provision in the "Covered Expenses – Pharmacy Services" section in this certificate.

Specialty drug benefits do not include the charge for the actual administration of the specialty drug. Benefits for the administration of specialty drugs are based on the location of the service and type of provider.

Transplant services and immune effector cell therapy

We will pay benefits for *covered expenses* incurred by *you* for covered transplants and *immune effector cell therapies* approved by the United States Food and Drug Administration, including but not limited to Chimeric Antigen Receptor Therapy (CAR-T). The transplant services and *immune effector cell therapy* must be preauthorized and approved by *us*.

You or your health care practitioner must call our Transplant Department at 866-421-5663 to request and obtain preauthorization from us for covered transplants and immune effector cell therapies. We must be notified of the initial evaluation and given a reasonable opportunity to review the clinical results to determine if the requested transplant or immune effector cell therapy will be covered. We will advise your health care practitioner once coverage is approved by us. Benefits are payable only if the transplant or immune effector cell therapy is approved by us.

Covered expenses for a transplant include pre-transplant services, transplant inclusive of any integral chemotherapy and associated services, post-discharge services, and treatment of complications after transplantation for or in connection with only the following procedures:

- Heart;
- Lung(s);
- Liver:
- Kidney;
- Stem cell:
- Intestine;
- Pancreas;
- Auto islet cell:
- Any combination of the above listed transplants; and
- Any transplant not listed above required by state or federal law.

Multiple solid organ transplants performed simultaneously are considered one transplant *surgery*. Multiple *stem cell* or *immune effector cell therapy* infusions occurring as part of one treatment plan is considered one event.

Corneal transplants and porcine heart valve implants are tissues, which are considered part of regular plan benefits and are subject to other applicable provisions of the *master group contract*.

The following are *covered expenses* for an approved transplant or *immune effector cell therapy* and all related complications:

- Hospital and health care practitioner services.
- Acquisition of cell therapy products for *immune effector cell therapy*, acquisition of *stem cells* or solid organs for transplants and associated donor costs, including pre-transplant or *immune effector cell therapy* services, the acquisition procedure, and any complications resulting from the harvest and/or acquisition. Donor costs for post-discharge services and treatment of complications will not exceed the treatment period of 365 days from the date of discharge following harvest and/or acquisition.

- Non-medical travel and lodging costs for:
 - The *covered person* receiving the transplant or *immune effector cell therapy*, if the *covered person* lives more than 100 miles from the transplant or *immune effector cell therapy* facility designated by *us*; and
 - One caregiver or support person (two, when the *covered person* receiving the transplant or *immune effector cell therapy* is under 18 years of age), if the caregiver or support person lives more than 100 miles from the transplant or *immune effector cell therapy* facility designated by *us*.

Non-medical travel and lodging costs include:

- Transportation to and from the designated transplant or *immune effector cell therapy* facility where the transplant or *immune effector cell therapy* is performed; and
- Temporary lodging at a prearranged location when requested by the designated transplant or *immune effector cell therapy* facility and approved by *us*.

All non-medical travel and lodging costs for transplant and *immune effector cell therapy* are payable as specified in the "Schedule of Benefits" section in this *certificate*.

Covered expenses for post-discharge services and treatment of complications for or in connection with an approved transplant or *immune effector cell therapy* are limited to the treatment period of 365 days from the date of discharge following transplantation of an approved transplant received while *you* were covered by *us*. After this transplant treatment period, regular plan benefits and other provisions of the *master group contract* are applicable.

Urgent care services

We will pay benefits for urgent care covered expenses incurred by you for charges made by an urgent care center or an urgent care qualified provider.

Out-of-area student benefits

We will pay benefits at the *network provider* benefit percentage for *covered expenses* incurred by an *out-of-area student* for:

- Allergy injections;
- Hepatitis B vaccine, for students in health related fields where it is not covered by the educational facility;
- Emergency care; and
- *Urgent care* services.

Additional covered expenses

We will pay benefits for *covered expenses* incurred by *you* based upon the location of the services and the type of provider for:

- Blood and blood plasma, which is not replaced by donation; administration of the blood and blood products including blood extracts or derivatives.
- Oxygen and rental of equipment for its administration.
- Prosthetic devices and supplies, including but not limited to limbs and eyes. Coverage will be provided for prosthetic devices to:
 - Restore the previous level of function lost as a result of a *bodily injury* or *sickness*; or
 - Improve function caused by a *congenital anomaly*.

Covered expense for prosthetic devices includes repair or replacement, if not covered by the manufacturer, and if due to:

- A change in the *covered person's* physical condition causing the device to become non-functional; or
- Normal wear and tear.
- Hearing aids when prescribed by a health care practitioner or audiologist for a covered person:
 - Certified as deaf or hearing impaired by a *health care practitioner* or audiologist.

Hearing aids are limited to one hearing aid per ear per covered person every three years.

• Cochlear implants when approved by us for a covered person with bilateral severe to profound sensorineural deafness:

Replacement or upgrade of a covered *cochlear implant*, or other approved instrument or device and its external components, may be a *covered expense* if:

- The existing device malfunctions and cannot be repaired;
- Replacement is due to a change in the *covered person's* condition that makes the present device non-functional; or
- The replacement or upgrade is not for cosmetic purposes.
- Orthotics used to support, align, prevent, or correct deformities.

Covered expense does not include:

- Replacement orthotics;
- Dental braces; or
- Oral or dental splints and appliances, unless custom made for the treatment of documented obstructive sleep apnea.

- The following special supplies, dispensed up to a 30-day supply, when prescribed by *your* attending *health care practitioner*:
 - Surgical dressings;
 - Catheters:
 - Colostomy bags, rings and belts; and
 - Flotation pads.
- The initial pair of eyeglasses or contacts needed due to cataract *surgery* or an *accident* if the eyeglasses or contacts were not needed prior to the *accident*.
- Dental treatment only if the charges are incurred for treatment of a *dental injury* to a *sound natural tooth*.

However, benefits will be paid only for the least expensive service that will, in *our* opinion, produce a professionally adequate result.

- Certain oral surgical operations as follows:
 - Excision of partially or completely impacted teeth;
 - Surgical preparation of soft tissues and excision of bone or bone tissue performed with or without extraction or excision of erupted, partially erupted or completely un-erupted teeth;
 - Excisions of tumors and cysts of the jaws, cheeks, lips, tongue, roof, and floor of the mouth, and related biopsy of bone, tooth or related tissues when such conditions require pathological examinations;
 - Surgical procedures related to repositioning of teeth, tooth transplantation or re-implantation;
 - Services required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof, and floor of the mouth:
 - Reduction of fractures and dislocation of the jaw;
 - External incision and drainage of cellulitis and abscess;
 - Incision and closure of accessory sinuses, salivary glands or ducts;
 - Frenectomy (the cutting of the tissue in the midline of the tongue); and
 - Orthognathic *surgery* for a *congenital anomaly*, *bodily injury* or *sickness* causing a *functional impairment*.
- Orthodontic treatment for a *congenital anomaly* related to or developed as a result of cleft palate, with or without cleft lip.

- For a *covered person*, who is receiving benefits in connection with a mastectomy, service for:
 - Reconstructive *surgery* of the breast on which the mastectomy has been performed;
 - Surgery and reconstruction on the non-diseased breast to achieve symmetrical appearance; and
 - Prostheses and treatment of physical complications for all stages of mastectomy, including lymphedemas.
- Reconstructive *surgery* resulting from:
 - A *bodily injury*, infection or other disease of the involved part, when a *functional impairment* is present; or
 - A congenital anomaly that resulted in a functional impairment.

Expenses for reconstructive *surgery* due to a psychological condition are <u>not</u> considered a *covered expense*, unless the condition(s) described above are also met.

- Enteral formulas, nutritional supplements and low protein modified foods for use at home by a *covered person* that are prescribed or ordered by a *health care practitioner* and are for the treatment of an inherited metabolic disease, e.g. phenylketonuria (PKU).
- Palliative care.
- Routine foot care for a covered person with diabetes as follows:
 - Hygienic care, and the treatment of superficial lesions of the feet, such as corns, calluses or hyperkeratosis;
 - Treatment of tarsalgia, metatarsalgia or bunion;
 - The cutting of toenails, including the removal of the nail matrix;
 - Heel wedges, lifts or shoe inserts; and
 - Arch supports (foot orthotics) or orthopedic shoes.
- Diabetes self-management training.
- Clinical trials;

Routine patient care costs incurred during participation in a qualifying clinical trial for the treatment of:

- Cancer:
- Cardiovascular disease (cardiac/stroke);
- Surgical musculoskeletal disorders of the spine, hip and knees;
- Other diseases or disorders for which, as *we* determine, a clinical trial meets the qualifying clinical trial criteria stated below.

Covered expenses include the medically necessary items and services used to diagnose and treat complications arising from participation in a qualifying clinical trial.

Routine costs include:

- Health care services that are otherwise a *covered expense* if the *covered person* were not participating in a clinical trial;

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- Covered expenses specifically related to the clinical trial;
- *Covered expenses* needed for the *medically necessary* care arising from the provision of an investigational item or service; and
- Certain promising interventions, as determined by *us*, for a *covered person* with a terminal illness.

Routine costs do not include services or items that are:

- Experimental, investigational or for research purposes;
- Items and services provided by the research sponsors free of charge for any person enrolled in the trial:
- Provided only for data collection and analysis that is not directly related to the clinical management of the *covered person*; or
- Inconsistent with widely accepted and established standards of care for a diagnosis.

The *covered person* must be eligible to participate in a clinical trial according to the trial protocol and:

- Referred by a *health care practitioner*; or
- Provide medical and scientific information supporting their participation in the clinical trial is appropriate.

For the routine costs to be considered a *covered expense*, the approved clinical trial must be a Phase I, II, III, or IV clinical trial for the prevention, detection or treatment of cancer or other life-threatening condition or disease and is:

- Federally funded or approved by the appropriate federal agency;
- The study or investigation is conducted under an investigational new drug application reviewed by the Federal Food and Drug Administration; or
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.
- Services for the treatment of Kidney Disease, including dialysis. See the "Covered expenses transplant services" section for kidney transplant benefits.
- *Hospital* or *free-standing facility* charges, including anesthetics, when provided in conjunction with dental care if any of the following applies:
 - The covered *dependent* is under the age of 5; or
 - The *covered person* has a chronic disability that meets all the conditions in s.230.04(r)(a)2.a., b., and c., Wis. Stat.; or
 - The *covered person* has a medical condition for which it is *medically necessary* to receive *hospitalization* or general anesthesia for dental care.
- Cost of any routine patient care that is administered in a cancer clinical trial that would have been covered if not enrolled in a cancer clinical trial, as required by applicable state law.

COVERED EXPENSES - PEDIATRIC DENTAL

This "Covered Expenses – Pediatric Dental" section describes the services that will be considered covered expenses for pediatric dental services under the master group contract. Benefits for pediatric dental services will be paid on a reimbursement limit basis and as shown in the "Schedule of Benefits – Pediatric Dental," subject to any applicable:

- Deductible;
- Copayment,
- Coinsurance percentage; and
- Maximum benefit.

All terms used in this benefit have the same meaning given to them in this *certificate*, unless otherwise specifically defined in this benefit. Refer to the "Limitations and exclusions" provision in this section and the "Limitations and Exclusions" section of this *certificate* for *pediatric dental services* <u>not</u> covered by the *master group contract*. All terms and provisions of the *master group contract* apply.

Definitions

Accidental dental injury means damage to the mouth, teeth and supporting tissue due directly to an accident. It does not include damage to the teeth, appliances or prosthetic devices that results from chewing or biting food or other substances, unless the biting or chewing injury is a result of an act of domestic violence or a medical condition (including both physical and mental health conditions).

Clinical review means the review of required/submitted documentation by a *dentist* for the determination of *pediatric dental services*.

Cosmetic means services that are primarily for the purpose of improving appearance, including but not limited to:

- Facings on crowns or pontics (the portion of a fixed bridge between the abutments) posterior to the second bicuspid; or
- Characterizations and personalization of prosthetic devices.

Covered person under this "Covered Expenses – Pediatric Dental" and the "Schedule of Benefits – Pediatric Dental" sections means a person who is eligible and enrolled for benefits provided under the *master group contract* up to the end of the month following the date he or she attains age 19.

Dental emergency means a sudden, serious dental condition caused by an *accident* or dental disease that, if not treated immediately, would result in serious harm to the dental health of the *covered person*.

Expense incurred date means the date on which:

- The teeth are prepared for fixed bridges, crowns, inlays or onlays;
- The final impression is made for dentures or partials;
- The pulp chamber of a tooth is opened for root canal therapy;
- A periodontal surgical procedure is performed; or
- The service is performed for services not listed above.

Pediatric dental services mean the following services:

- Ordered by a *dentist*;
- Described in the "Pediatric dental" provision in this "Covered Expenses Pediatric Dental" section;
 and
- Incurred when a *covered person* is insured for that benefit under the *master group contract* on the *expense incurred date*.

Reimbursement limit means the maximum fee allowed for *pediatric dental services*. It is the lesser of:

- The actual cost for the services;
- The fee most often charged in the geographical area where the service was performed;
- The most often charged by the provider;
- The fee determined by comparing charges for similar services to a national database adjusted to the geographical area where the services or procedures were performed;
- At *our* choice, the fee determined by using a national Relative Value Scale. Relative Value Scale means a methodology that values procedures and services relative to each other that includes, but is not limited to, a scale in terms of difficulty, work, risk, as well as the material and outside costs of providing the service, as adjusted to the geographic area where the services or procedures were performed;
- In the case of services rendered by providers with whom we have agreements, the fee that we have negotiated with that provider;
- The fee based on rates negotiated with one or more *network providers* in the geographic area for the same or similar services;
- The fee based on the provider's costs for providing the same or similar services as reported by the provider in the most recent, publicly available *Medicare* cost report submitted annually to the Centers for Medicare and Medicaid Services; or
- The fee based on a percentage of the fee *Medicare* allows for the same or similar services provided in the same geographic area.

The bill *you* receive for services provided by *non-network providers* may be significantly higher than the *reimbursement limit*. In addition to the *deductible*, *copayments* and *coinsurance*, *you* are responsible for the difference between the *reimbursement limit* and the amount the provider bills *you* for the services. Any amount *you* pay to the provider in excess of the *reimbursement limit* will <u>not</u> apply to *your deductible* or *out-of-pocket limit*.

Treatment plan means a written report on a form satisfactory to us and completed by the *dentist* that includes:

- A list of the services to be performed, using the American Dental Association terminology and codes;
- Your dentist's written description of the proposed treatment;
- Pretreatment x-rays supporting the services to be performed;
- Itemized cost of the proposed treatment; and
- Any other appropriate diagnostic materials (may include x-rays, chart notes, treatment records, etc.) as requested by *us*.

Pediatric dental services benefit

We will pay benefits for *covered expenses* incurred by a *covered person* for *pediatric dental services*. *Pediatric dental services* include the following, as categorized below. Coverage for a *dental emergency* is limited to *palliative dental care* only:

Class I services

- Periodic and comprehensive oral evaluations. Limited to 2 per *year*.
- Limited, problem focused oral evaluations. Limited to 2 per year.
- Periodontal evaluations. Limited to 2 per *year*. Benefit allowed only for a *covered person* showing signs or symptoms of periodontal disease and for patients with risk factors such as smoking, diabetes or related health issues. No benefit is payable when performed with a cleaning (prophylaxis). Benefits are not available when a comprehensive oral evaluation is performed.
- Cleaning (prophylaxis), including all scaling and polishing procedures. Limited to 2 per year.
- Intra-oral complete series x-rays (at least 14 films, including bitewings) or panoramic x-ray. Limited to 1 every 5 *years*. If the total cost of periapical and bitewing x-rays exceeds the cost of a complete series of x-rays, *we* will consider these as a complete series.
- Bitewing x-rays. Limited to 2 sets per *year*.
- Other x-rays, including intra-oral periapical and occlusal and extra-oral x-rays. Limited to x-rays necessary to diagnose a specific treatment.
- Topical fluoride treatment. Limited to 2 per *year*.
- Application of sealants to the occlusal surface of permanent molars that are free of decay and restorations. Limited to 1 per tooth every 3 *years*.
- Installation of space maintainers for retaining space when a primary tooth is prematurely lost. *Pediatric dental services* do not include separate adjustment expenses.

- Recementation of space maintainers.
- Removal of fixed space maintainers.
- Distal shoe space maintainer fixed unilateral.

Class II services

- Restorative services as follows:
 - Amalgam restorations (fillings). Multiple restorations on one surface are considered one restoration.
 - Composite restorations (fillings) on anterior teeth. Composite restorations on molar and bicuspid teeth are considered an alternate service and will be payable as a comparable amalgam filling. *You* will be responsible for the remaining expense incurred. Multiple restorations on one surface are considered one restoration.
 - Pin retention per tooth in addition to restoration that is not in conjunction with core build-up.
 - Non-cast pre-fabricated stainless steel, esthetic stainless steel and resin crowns on primary teeth that cannot be adequately restored with amalgam or composite restorations.
- Miscellaneous services as follows:
 - Palliative dental care for a dental emergency for the treatment of pain or an accidental dental injury to the teeth and supporting structures. We will consider the service a separate benefit only if no other service, except for x-rays and problem focused oral evaluation is provided during the same visit.
 - Re-cementing inlays, onlays and crowns.

Class III services

- Restorative services as follows:
 - Initial placement of laboratory-fabricated restorations, for a permanent tooth, when the tooth, as a result of extensive decay or a traumatic injury, cannot be restored with a direct placement filling material. *Pediatric dental services* include inlays, onlays, crowns, veneers, core build-ups and posts, and implant supported crowns, and abutments. Limited to 1 per tooth every 5 *years*. Inlays are considered an alternate service and will be payable as a comparable amalgam filling.
 - Replacement of inlays, onlays, crowns, or other laboratory-fabricated restorations for permanent teeth. *Pediatric dental services* include the replacement of the existing major restoration if:
 - It has been 5 years since the prior insertion and is not, and cannot be made serviceable;
 - It is damaged beyond repair as a result of an *accidental dental injury* while in the oral cavity; or
 - Extraction of functioning teeth, excluding third molars or teeth not fully in occlusion with an opposing tooth or prostheses requires the replacement of the prosthesis.

- Periodontic services as follows:
 - Periodontal scaling and root planing. Limited to 1 per quadrant every 2 years.
 - Periodontal maintenance (at least 30 days following periodontal therapy), unless a cleaning (prophylaxis) is performed on the same day. Limited to 4 every *year*.
 - Periodontal and osseous surgical procedures, including bone replacement, tissue regeneration, gingivectomy, and gingivoplasty. Limited to 1 per quadrant every 3 *years*.
 - Scaling in presence of generalized moderate or severe gingival inflammation full mouth, after oral evaluation. Limited to 1 per *year*. This service will reduce the number of cleanings available so that the total number of cleanings does not exceed 1 per *year*.
 - Occlusal adjustments when performed in conjunction with a periodontal surgical procedure. Limited to 1 per quadrant every 3 *years*.
 - Clinical crown lengthening hard tissue.
 - Tissue graft procedures, including: pedicle soft tissue graft procedure; free soft tissue graft procedure (including donor site surgery) and subepithelial connective tissue graft procedures (including donor site surgery).

Separate fees for pre- and post-operative care and re-evaluation within 3 months are not considered *pediatric dental services*.

- Endodontic procedures as follows:
 - Root canal therapy, including root canal treatments and root canal fillings for permanent teeth and primary teeth. Any test, intraoperative x-rays, laboratory, or any other follow-up care is considered integral to root canal therapy.
 - Retreatment of previous root canal therapy. Any test, intraoperative x-rays, exam, laboratory or any other follow-up care is considered integral to root canal therapy.
 - Periradicular surgical procedures for permanent teeth, including apicoectomy, root amputation, tooth reimplementation, bone graft, and surgical isolation.
 - Partial pulpotomy for apexogenesis for permanent teeth.
 - Vital pulpotomy for primary teeth.
 - Pulp debridement, pulpal therapy (resorbable) for permanent and primary teeth.
 - Apexification/recalcification for permanent and primary teeth.
- Prosthodontics services as follows:
 - Denture adjustments when done by a *dentist*, other than the one providing the denture, or adjustments performed more than six months after initial installation.

- Initial placement of bridges, complete dentures and partial dentures. Limited to 1 every 5 *years*. *Pediatric dental services* include pontics, inlays, onlays, and crowns. Limited to 1 per tooth every 5 *years*.
- Replacement of bridges, complete dentures, and partial dentures. *Pediatric dental services* include the replacement of the existing prosthesis if:
 - It has been 5 *years* since the prior insertion and is not, and cannot be made serviceable;
 - It is damaged beyond repair as a result of an *accidental dental injury* while in the oral cavity; or
 - Extraction of functioning teeth, excluding third molars or teeth not fully in occlusion with an opposing tooth or prostheses requires the replacement of the prosthesis.
- Tissue conditioning.
- Denture relines or rebases. Limited to 1 every 3 years after 6 months of installation.
- Post and core build-up in addition to partial denture retainers with or without core build up. Limited to 1 per tooth every 5 *years*.
- The following simple oral surgical services as follows:
 - Extraction of coronal remnants of a primary tooth.
 - Extraction of an erupted tooth or exposed root for permanent and primary teeth.
- Implant services, subject to *clinical review*. Dental implants and related services, including implant supported bridges and provisional implant crown. Limited to 1 per tooth every 5 years. *Pediatric dental services* do not include an implant if it is determined a standard prosthesis or restoration will satisfy the dental need.

Implant supported removable denture for:

- Edentulous arch maxillary. Limited to 1 per tooth every 5 years.
- Edentulous arch mandibular. Limited to 1 per tooth every 5 years.
- Partially edentulous arch maxillary. Limited to 1 per tooth every 5 *years*.
- Partially edentulous arch mandibular. Limited to 1 per tooth every 5 years.
- Miscellaneous services as follows:
 - Recementing of bridges and implants.
 - Repairs of bridges, complete dentures, immediate dentures, partial dentures, and crowns.
- General anesthesia or conscious sedation subject to *clinical review* and administered by a *dentist* in conjunction with covered oral surgical procedures, periodontal and osseous surgical procedures and periradicular surgical procedures, for *pediatric dental services*. General anesthesia is not considered a *pediatric dental service* if administered for, including but not limited to, the following:
 - Pain control, unless the *covered person* has a documented allergy to local anesthetic.
 - Anxiety.
 - Fear of pain.

- Pain management.
- Emotional inability to undergo a surgical procedure.

Class IV

Orthodontic treatment, not as a result of a *congenital anomaly*, when *medically necessary*.

Covered expenses for orthodontic treatment, not as a result of a congenital anomaly, include those that are:

- For the treatment of and appliances for tooth guidance, interception and correction.
- Related to covered orthodontic treatment, including:
 - X-rays.
 - Exams.
 - Space retainers.
 - Study models.

Covered expenses do <u>not</u> include services to alter vertical dimensions, restore or maintain the occlusion. Such procedures include, but are not limited to, equilibration, periodontal splinting, full mouth rehabilitation, and restoration for misalignment of teeth.

Integral service

Integral services are additional charges related to materials or equipment used in the delivery of dental care. The following services are considered integral to the dental service and will not be paid separately:

- Local anesthetics.
- Bases.
- Pulp testing.
- Pulp caps.
- Study models/diagnostic casts.
- Treatment plans.
- Occlusal (biting or grinding surfaces of molar and bicuspid teeth) adjustments.
- Nitrous oxide.
- Irrigation.
- Tissue preparation associated with impression or placement of a restoration.

Pretreatment plan

We suggest that if dental treatment is expected to exceed \$300, you or your dentist should submit a treatment plan to us for review before your treatment. The treatment plan should include:

- A list of services to be performed using the American Dental Association terminology and codes;
- Your dentist's written description of the proposed treatment;

- Pretreatment x-rays supporting the services to be performed;
- Itemized cost of the proposed treatment; and
- Any other appropriate diagnostic materials that we may request.

We will provide you and your dentist with an estimate for benefits payable based on the submitted treatment plan. This estimate is not a guarantee of what we will pay. It tells you and your dentist in advance about the benefits payable for the pediatric dental services in the treatment plan.

An estimate for services is not necessary for a dental emergency.

Pretreatment plan process and timing

An estimate for services is valid for 90 days after the date we notify you and your dentist of the benefits payable for the proposed treatment plan (subject to your eligibility of coverage). If treatment will not begin for more than 90 days after the date we notify you and your dentist, we recommend that you submit a new treatment plan.

Alternate services

If two or more services are acceptable to correct a dental condition, we will base the benefits payable on the least expensive pediatric dental service that produces a professionally satisfactory result, as determined by us. We will pay up to the reimbursement limit for the least costly pediatric dental service and subject to any applicable deductible and coinsurance. You will be responsible for any amount exceeding the reimbursement limit.

If you or your dentist decides on a more costly service, payment will be limited to the reimbursement limit for the least costly service and will be subject to any deductible and coinsurance. You will be responsible for any amount exceeding the reimbursement limit.

Limitations and exclusions

Refer to the "Limitations and Exclusions" section of this *certificate* for additional exclusions. Unless specifically stated otherwise, no benefit will be provided for, or on account of, the following items:

- Any expense arising from the completion of forms.
- Any expense due to *your* failure to keep an appointment.
- Any expense for a service we consider cosmetic, unless it is due to an accidental dental injury.
- Expenses incurred for:
 - Precision or semi-precision attachments;
 - Overdentures and any endodontic treatment associated with overdentures;
 - Other customized attachments:

- Any services for 3D imaging (cone beam images);
- Temporary and interim dental services; or
- Additional charges related to materials or equipment used in the delivery of dental care.
- Charges for services rendered:
 - In a dental facility or *health care treatment facility* sponsored or maintained by the *employer* under this plan or an employer of any *covered person* covered by the *master group contract*; or
 - By an employee of any *covered person* covered by the *master group contract*.

For the purposes of this exclusion, *covered person* means the *employee* and the *employee's dependents* enrolled for benefits under the *master group contract* and as defined in the "Glossary" section.

- Any service related to:
 - Altering vertical dimension of teeth or changing the spacing or shape of the teeth;
 - Restoration or maintenance of occlusion;
 - Splinting teeth, including multiple abutments, or any service to stabilize periodontally weakened teeth;
 - Replacing tooth structures lost as a result of abrasion, attrition, erosion, or abfraction; or
 - Bite registration or bite analysis.
- Infection control, including but not limited to, sterilization techniques.
- Expenses incurred for services performed by someone other than a *dentist*, except for scaling and teeth cleaning and the topical application of fluoride, which can be performed by a licensed dental hygienist. The treatment must be rendered under the supervision and guidance of the *dentist* in accordance with generally accepted dental standards.
- Any *hospital*, surgical or treatment facility, or for services of an anesthesiologist or anesthetist.
- Prescription drugs or pre-medications, whether dispensed or prescribed.
- Any service that:
 - Is not eligible for benefits based on the *clinical review*;
 - Does not offer a favorable prognosis;
 - Does not have uniform professional acceptance; or
 - Is deemed to be experimental or investigational in nature.
- Preventive control programs including, but not limited to, oral hygiene instructions, plaque control, take-home items, prescriptions, and dietary planning.
- Replacement of any lost, stolen, damaged, misplaced, or duplicate major restoration, prosthesis or appliance.
- Any caries susceptibility testing, laboratory tests, saliva samples, anaerobic cultures, sensitivity testing, or charges for oral pathology procedures.

COVERED EXPENSES - PEDIATRIC DENTAL (continued)

- The following services when performed at the same time as a root canal:
 - Partial pulpotomy for apexogensis;
 - Vital pulpotomy; or
 - Pulp debridment or pulpal therapy.



COVERED EXPENSES - PEDIATRIC VISION CARE

This "Covered Expenses – Pediatric Vision Care" section describes the services that will be considered covered expenses pediatric vision care under the master group contract. Benefits for pediatric vision care will be paid on a reimbursement limit basis and as shown in the "Schedule of Benefits – Pediatric Vision Care," subject to any applicable:

- Deductible;
- Copayment,
- Coinsurance percentage; and
- Maximum benefit.

All terms used in this benefit have the same meaning given to them in this *certificate*, unless otherwise specifically defined in this benefit. Refer to the "Limitations and exclusions" provision in this section and the "Limitations and Exclusions" section of this *certificate* for *pediatric vision care* expenses <u>not</u> covered by the *master group contract*. All terms and provisions of the *master group contract* apply.

Definitions

Comprehensive eye exam means an exam of the complete visual system, which includes: case history; monocular and binocular visual acuity, with or without present corrective lenses; neurological integrity (pupil response); biomicroscopy (external exam); visual field testing (confrontation); ophthalmoscopy (internal exam); tonometry (intraocular pressure); refraction (with recorded visual acuity); extraocular muscle balance assessment; dilation as required; present prescription analysis; specific recommendation; assessment plan; and provider signature.

Contact lens fitting and follow-up means an exam, which includes: keratometry; diagnostic lens testing; instruction for insertion and removal of contact lenses; and additional biomicroscopy with and without lens.

Covered person under this "Covered Expenses – Pediatric Vision Care" section and the "Schedule of Benefits – Pediatric Vision Care" section means a person who is eligible and enrolled for benefits provided under the *master group contract* up to the end of the month following the date he or she attains age 19.

Low vision means severe vision problems as diagnosed by an Ophthalmologist or Optometrist that cannot be corrected with regular prescription lenses or contact lenses and reduces a person's ability to function at certain or all tasks.

Reimbursement limit means the maximum fee allowed for *pediatric vision care*. Reimbursement limit for *pediatric vision care* is the lesser of:

- The actual cost for covered services or *materials*:
- The fee most often charged in the geographical area where the service was performed or *materials* provided;
- The fee most often charged by the provider;

COVERED EXPENSES - PEDIATRIC VISION CARE (continued)

- The fee determined by comparing charges for similar services or *materials* to a national database adjusted to the geographical area where the services or procedures were performed or *materials* provided;
- At our choice, the fee determined by using a national Relative Value Scale. Relative Value Scale
 means a methodology that values procedures and services relative to each other that includes, but is
 not limited to, a scale in terms of difficulty, work, risk, as well as the material and outside costs of
 providing the service, as adjusted to the geographic area where the services or procedures were
 performed or materials provided;
- In the case of services rendered by or *materials* obtained from providers with whom *we* have agreements, the fee that *we* have negotiated with that provider;
- The fee based on rates negotiated with one or more network providers for the same or similar services or materials:
- The fee based on the provider's costs for providing the same or similar services or *materials* as reported by the provider in the most recent, publicly available *Medicare* cost report submitted annually to the Centers for Medicare and Medicaid Services; or
- The fee based on a percentage of the fee *Medicare* allows for the same or similar services or *materials* provided in the same geographic area.

The bill you receive for services provided by, or materials obtained from, non-network providers may be significantly higher than the reimbursement limit. In addition to deductibles, copayments and coinsurance, you are responsible for the difference between the reimbursement limit and the amount the provider bills you for the services or materials. Any amount you pay to the provider in excess of the reimbursement limit will not apply to your deductible or out-of-pocket limit.

Severe vision problems mean the best-corrected acuity is:

- 20/200 or less in the better eye with best conventional spectacle or contact lens prescription;
- A demonstrated constriction of the peripheral fields in the better eye to 10 degrees or less from the fixation point; or
- The widest diameter subtends an angle less than 20 degrees in the better eye.

Pediatric vision care benefit

We will pay benefits for *covered expenses* incurred by a *covered person* for *pediatric vision care*. *Covered expenses* for *pediatric vision care* are:

• Comprehensive eye exam.

COVERED EXPENSES - PEDIATRIC VISION CARE (continued)

- Prescription lenses and standard lens options, including polycarbonate, scratch coating, ultraviolet-coating, blended lenses, intermediate lenses, progressive lenses, photochromatic lenses, polarized lenses, fashion and gradient tinting, oversized lenses, glass-grey prescription sunglass lenses, anti-reflective coating, and hi-index lenses. If a covered person sees a network provider, the network provider of materials will show the covered person the selection of lens options covered by the master group contract. If a covered person selects a lens option that is not included in the lens option selection the master group contract covers, the covered person is responsible for the difference in cost between the network provider of materials reimbursement amount for covered lens options and the retail price of the lens options selected.
- Frames available from a selection of covered frames. If a *covered person* sees a *network provider*, the *network provider* of *materials* will show the *covered person* the selection of frames covered by the *master group contract*. If a *covered person* selects a frame that is not included in the frame selection the *master group contract* covers, the *covered person* is responsible for the difference in cost between the *network provider* of *materials* reimbursement amount for covered frames and the retail price of the frame selected.
- Elective contact lenses available from a selection of covered contact lenses and contact lens fitting and follow-up. If a covered person sees a network provider, the network provider of materials will inform the covered person of the contact lens selection covered by the master group contract. If a covered person selects a contact lens that is not part of the contact lens selection the master group contract covers, the covered person is responsible for the difference in cost between the lowest cost contact lens available from the contact lens selection covered by the master group contract and the cost of the contact lens selected.
- *Medically necessary* contact lenses under the following circumstances:
 - Visual acuity cannot be corrected to 20/70 in the better eye, except by use of contact lenses;
 - Anisometropia;
 - Keratoconus;
 - Aphakia;
 - High ametropia of either +10D or -10D in any meridian;
 - Pathological myopia;
 - Aniseikonia;
 - Aniridia:
 - Corneal disorders;
 - Post-traumatic disorders; or
 - Irregular astigmatism.
- Low vision services include the following:
 - Comprehensive *low vision* testing and evaluation;
 - Low vision supplementary testing; and
 - Low vision aids include the following:
 - Spectacle-mounted magnifiers:
 - Hand-held and stand magnifiers;
 - Hand held or spectacle-mounted telescopes; and
 - Video magnification.

COVERED EXPENSES - PEDIATRIC VISION CARE (continued)

Limitations and exclusions

In addition to the "Limitations and Exclusions" section of this *certificate* and any limitations specified in the "Schedule of Benefits – Pediatric Vision Care," benefits for *pediatric vision care* are limited as follows:

- In no event will benefits exceed the lesser of the limits of the *master group contract*, shown in the "Schedule of Benefits Pediatric Vision Care" or in the "Schedule of Benefits" of this *certificate*.
- *Materials* covered by the *master group contract* that are lost, stolen, broken, or damaged will only be replaced at normal intervals as specified in the "Schedule of Benefits Pediatric Vision Care."

Refer to the "Limitations and Exclusions" section of this *certificate* for additional exclusions. Unless specifically stated otherwise, no benefits for *pediatric vision care* will be provided for, or on account of, the following items:

- Orthoptic or vision training and any associated supplemental testing.
- Two or more pair of glasses, in lieu of bifocals or trifocals.
- Medical or surgical treatment of the eye, eyes or supporting structures.
- Any services and *materials* required by an *employer* as a condition of employment.
- Safety lenses and frames.
- Contact lenses, when benefits for frames and lenses are received.
- Cosmetic items.
- Any services or *materials* not listed in this benefit section as a covered benefit or in the "Schedule of Benefits Pediatric Vision Care."
- Expenses for missed appointments.
- Any charge from a provider's office to complete and submit claim forms.
- Treatment relating to or caused by disease.
- Non-prescription *materials* or vision devices.
- Costs associated with securing *materials*.
- Pre- and post-operative services.
- Orthokeratology.
- Maintenance of *materials*.
- Refitting or change in lens design after initial fitting.
- Artistically painted lenses.

COVERED EXPENSES - BEHAVIORAL HEALTH

This "Covered Expenses – Behavioral Health" section describes the services that will be considered *covered expenses* for *mental health services* and *chemical dependency* services under the *master group contract*. Benefits will be paid as specified in the "How your master group contract works" provision of the "Understanding Your Coverage" section and as shown in the "Schedule of Benefits – Behavioral Health." Refer to the "Schedule of Benefits" for any service not specifically listed in the "Schedule of Benefits – Behavioral Health." Benefits are subject to any applicable:

- *Preauthorization* requirements;
- Deductible:
- Copayment;
- Coinsurance percentage; and
- Maximum benefit.

Refer to the "Limitations and Exclusions" section listed in this *certificate*. All terms and provisions of the *master group contract* apply.

Acute inpatient services

We will pay benefits for covered expenses incurred by you due to an admission or confinement for acute inpatient services for mental health services and chemical dependency services provided in a hospital or health care treatment facility.

Acute inpatient health care practitioner services

We will pay benefits for covered expenses incurred by you for mental health services and chemical dependency services provided by a health care practitioner, including virtual visits, in a hospital or health care treatment facility.

Emergency services

We will pay benefits for *covered expenses* incurred by *you* for *emergency care*, including the treatment and stabilization of an *emergency medical condition* for *mental health services* and *chemical dependency* services.

Emergency care provided by a non-network provider will be covered at the network provider benefit level, as specified in the "Emergency services" benefit in the "Schedule of Benefits" or "Schedule of Benefits – Behavioral Health" sections of this certificate. However, you will only be responsible to pay the network provider copayment, deductible and/or coinsurance to the non-network provider for emergency care based on the qualified payment amount.

Benefits under this "Emergency services" provision are not available if the services provided are not for an *emergency medical condition*.

Urgent care services

We will pay benefits for *urgent care covered expenses* incurred by *you* for charges made by an *urgent care center* or an *urgent care qualified provider* for *mental health services* and *chemical dependency* services.

Outpatient services

We will pay benefits for covered expenses incurred by you for mental health services and chemical dependency services, including services in a health care practitioner office, retail clinic, or health care treatment facility. Coverage includes outpatient therapy, intensive outpatient programs, partial hospitalization, virtual visits, and other outpatient services.

Skilled nursing facility services

We will pay benefits for covered expenses incurred by you in a skilled nursing facility for mental health services and chemical dependency services. Your confinement to a skilled nursing facility must be based upon a written recommendation of a health care practitioner.

Covered expenses also include health care practitioner services for behavioral health during your confinement in a skilled nursing facility.

Home health care services

We will pay benefits for *covered expenses* incurred by *you*, in connection with a *home health care plan*, for *mental health services* and *chemical dependency* services. All home health care services and supplies must be provided on a part-time or intermittent basis to *you* in conjunction with the approved *home health care plan*.

Home health care *covered expenses* include services provided by a *health care practitioner* who is a *behavioral health* professional, such as a counselor, psychologist or psychiatrist.

Home health care *covered expenses* do not include:

- Charges for mileage or travel time to and from the *covered person's* home;
- Wage or shift differentials for any representative of a home health care agency;
- Charges for supervision of home health care agencies;
- Charges for services of a home health aide;
- Custodial care; or
- The provision or administration of *self-administered injectable drugs*, unless otherwise determined by *us*.

Specialty drug benefit

We will pay benefits for *covered expenses* incurred by *you* for *behavioral health specialty drugs* provided by or obtained from a *qualified provider* in the following locations:

- *Health care practitioner's* office;
- Free-standing facility;
- Urgent care center,
- A home;
- Hospital;
- Skilled nursing facility;
- Ambulance; and
- Emergency room.

Specialty drugs may be subject to preauthorization requirements. Refer to the "Schedule of Benefits" in this certificate for preauthorization requirements and contact us prior to receiving specialty drugs. Coverage for certain specialty drugs administered to you by a qualified provider in a hospital's outpatient department may only be granted as described in the "Access to non-formulary drugs" provision in the "Covered Expenses – Pharmacy Services" section in this certificate.

Specialty drug benefits do not include the charge for the actual administration of the specialty drug. Benefits for the administration of specialty drugs are based on the location of the service and type of provider.

Residential treatment facility services

We will pay benefits for *covered expenses* incurred by *you* for *mental health services* and *chemical dependency* services provided while *inpatient* or *outpatient* in a *residential treatment facility*.

Autism spectrum disorder

We will pay benefits for *covered expenses* for treatment of *autism spectrum disorder* if the treatment is prescribed by a *health care practitioner* and provided by any of the following who are qualified to provide *intensive level services* or *non-intensive level services*:

- Psychiatrist;
- Psychologist:
- Social worker who is certified or licensed to practice psychotherapy;
- Behavior analyst;
- Paraprofessional working under any of the above health care practitioners;
- Person working under the supervision of an outpatient mental health clinic;
- Speech-language pathologist; or
- Occupational therapist.

Transitional treatment

We will pay benefits for *covered expense* incurred by *you* for the *mental health services* and *chemical dependency* services provided in a transitional treatment arrangement. Transitional treatment means services that are provided in a less restrictive manner than *inpatient hospital* services but a more intensive manner than *outpatient* services. Transitional treatment services received while not confined in a *hospital* or *health care treatment facility* include:

- Mental health services for an adult covered person in a day treatment program offered by a provider certified by the Department of Health and Family Services;
- *Mental health services* for covered *dependent* children and adolescents in a day treatment program offered by a provider certified by the Department of Health and Family Services;
- Services for a *covered person* with chronic mental illness provided through a community support program certified by the Department of Health and Family Services;
- Residential treatment programs certified by the Department of Health and Social Services, for a *covered person* who is alcohol and/or drug dependent;
- Services for alcoholism and other drug problems provided in a day treatment program certified by the Department of Health and Social Services:
- Intensive outpatient programs for the treatment of psychoactive substance use disorders provided in accordance with the patient placement criteria of the American Society of Addiction Medicine;
- Coordinated emergency *mental health services* from a program certified by the Department of Health and Family Services, for a *covered person* experiencing a mental health crisis or in a situation likely to turn into a mental health crisis if support is not received.

Court ordered mental health services

If a *covered person* is examined, evaluated, or treated for *mental health services* by a *non-network provider*, pursuant to an emergency detention under WIS. STAT. s. 51.15 or a commitment or a court order under WIS. STAT. s.51.20 or 880.33 (4m) or (r), then reimbursement will be made at the *network provider* percentage level. The *covered person* and or a representative from the facility must notify *us* within 72 hours after the initial service was rendered. After *we* have been notified, *we* may make arrangements for such services to be rendered by a *network provider*.

Out of area dependent student services

We will pay benefits for *covered expense* incurred by an out of area *dependent* student for outpatient *mental health services* and *chemical dependency* as follows:

• The *dependent* must obtain a clinical assessment of the problem from a local psychiatrist or psychologist, who may be designated by *us*;

- If recommended in the clinical assessment, outpatient visits from a *non-network provider* will be covered at the *network provider* benefit level if:
 - *Our* Medical Director determines that the prescribed outpatient treatment will not prevent the student from attending school full-time or on a regular basis; and
 - The student does not terminate enrollment from the school;
- Upon completing the five visits, *our* Medical Director or a mental health representative will determine the need for continuing treatment by the *non-network provider*. This decision is subject to appeal and grievance procedures;
- If *our* Medical Director or mental health representative determines there is a need to continue treatment coverage will continue at the *network provider* benefit level.

COVERED EXPENSES - PHARMACY SERVICES

This "Covered Expenses – Pharmacy Services" section describes *covered expenses* under the *master group contract* for *prescription* drugs, including *specialty drugs*, dispensed by a *pharmacy*. Benefits are subject to applicable *cost share* shown on the "Schedule of Benefits – Pharmacy Services" section of this *certificate*.

Refer to the "Limitations and Exclusions," "Limitations and Exclusions – Pharmacy Services," "Glossary" and "Glossary – Pharmacy Services" sections in this *certificate*. All terms and provisions of the *master group contract* apply, including *prior authorization* requirements specified in the "Schedule of Benefits – Pharmacy Services" of this *certificate*.

Coverage description

We will cover prescription drugs that are received by you under this "Covered Expenses – Pharmacy Services" section. Benefits may be subject to dispensing limits, prior authorization and step therapy requirements, if any.

Covered prescription drugs are:

- Drugs, medicines or medications and *specialty drugs* that under federal or state law may be dispensed only by *prescription* from a *health care practitioner*.
- Drugs, medicines or medications and *specialty drugs* included on *our drug list*.
- Insulin and diabetes supplies.
- Self-administered injectable drugs approved by us.
- Hypodermic needles, syringes or other methods of delivery when prescribed by a *health care* practitioner for use with insulin or self-administered injectable drugs. (Hypodermic needles, syringes or other methods of delivery used in conjunction with covered drugs may be available at no cost to you).
- Enteral formulas and nutritional supplements for the treatment of phenylketonuria (PKU) or other inherited metabolic disease, or as otherwise determined by *us*.
- Spacers and/or peak flow meters for the treatment of asthma.
- Drugs, medicines, medications or contraceptive methods on the Preventive Medication Coverage *drug list* with a *prescription* from a *health care practitioner*.

Notwithstanding any other provisions of the *master group contract*, we may decline coverage or, if applicable, exclude from the *drug list* any and all *prescriptions* until the conclusion of a review period not to exceed six months following FDA approval for the use and release of the *prescriptions* into the market.

Restrictions on choice of providers

If we determine you are using prescription drugs in a potentially abusive, excessive or harmful manner, we may restrict your coverage of pharmacy services in one or more of the following ways:

- By restricting *your* choice of *pharmacy* to a single *network pharmacy* store or physical location for *pharmacy* services;
- By restricting *your* choice of *pharmacy* for covered *specialty pharmacy* services to a specific *specialty pharmacy*, if the *network pharmacy* store or physical location for *pharmacy* services is unable to provide or is not contracted with *us* to provide covered *specialty pharmacy* services; and
- By restricting *your* choice of a prescribing *network health care practitioner* to a specific *network health care practitioner*.

We will determine if we will allow you to change a selected network provider. Only prescriptions obtained from the network pharmacy store or physical location or specialty pharmacy to which you have been restricted will be eligible to be considered covered expenses. Additionally, only prescriptions prescribed by the network health care practitioner to whom you have been restricted will be eligible to be considered covered expenses.

About our drug list

Prescription drugs, medicines or medications, including specialty drugs and self-administered injectable drugs prescribed by health care practitioners and covered by us are specified on our printable drug list. The drug list identifies categories of drugs, medicines or medications by levels and indicates dispensing limits, specialty drug designation, any applicable prior authorization and/or step therapy requirements. This information is reviewed on a regular basis by a Pharmacy and Therapeutics committee made up of physicians and pharmacists. Placement on the drug list does not guarantee your health care practitioner will prescribe that prescription drug, medicine or medication for a particular medical condition. You can obtain a copy of our drug list by visiting our website at www.humana.com or calling the customer service telephone number on your ID card.

Prescription drug assistance program

The *prescription drug* assistance program, which may be administered by a third party, is available to provide direct support toward the cost of certain *prescriptions* and *specialty drugs*. If *you* are prescribed a drug or *specialty drug* that is part of the prescription drug assistance program, *you* will be contacted to enroll in the program. *Your copayment* and/or *coinsurance* may vary depending on the direct support, if any, available for the *prescription* or *specialty drug*.

Access to medically necessary contraceptives

In addition to *preventive services*, contraceptives on *our drug list* and non-formulary contraceptives may be covered at no *cost share* when *your health care practitioner* contacts *us. We* will defer to the *health care practitioner*'s recommendation that a particular method of contraception or FDA-approved contraceptive is determined to be *medically necessary*. The *medically necessary* determination made by *your health care practitioner* may include severity of side effects, differences in permanence and reversibility of contraceptives, and ability to adhere to the appropriate use of the contraceptive item or service.

Access to non-formulary drugs

A drug not included on *our drug list* is a non-formulary drug. If a *health care practitioner* prescribes a clinically appropriate non-formulary drug, *you* can request coverage of the non-formulary drug through a standard exception request or an expedited exception request. If *you* are dissatisfied with *our* decision of an exception request, *you* have the right to an external review as described in the "Non-formulary drug exception request external review" provision in this section.

Non-formulary drug standard exception requests

A standard exception request for coverage of a clinically appropriate non-formulary drug may be initiated by *you*, *your* appointed representative or the prescribing *health care practitioner* by calling the customer service number on *your* ID card, in writing or *electronically* by visiting *our* website at www.humana.com. We will respond to a standard exception request no later than 72 hours after the receipt date of the request.

As part of the standard exception request, the prescribing *health care practitioner* should include an oral or written statement that provides justification to support the need for the prescribed non-formulary drug to treat the *covered person's* condition, including a statement that all covered drugs on the *drug list* on any tier:

- Will be or have been ineffective:
- Would not be as effective as the non-formulary drug; or
- Would have adverse effects.

If we grant a standard exception request to cover a prescribed, clinically appropriate non-formulary drug, we will cover the prescribed non-formulary drug for the duration of the prescription, including refills. Any applicable cost share for the prescription will apply toward the out-of-pocket limit.

If we deny a standard exception request, you have the right to an external review as described in the "Non-formulary drug exception request external review" provision of this section.

Non-formulary drug expedited exception request

An expedited exception request for coverage of a clinically appropriate non-formulary drug based on exigent circumstances may be initiated by *you*, *your* appointed representative or *your* prescribing *health* care practitioner by calling the customer service number on *your* ID card, in writing or *electronically* by visiting *our* website at <u>www.humana.com</u>. We will respond to an expedited exception request within 24 hours of receipt of the request. An exigent circumstance exists when a *covered person* is:

- Suffering from a health condition that may seriously jeopardize their life, health or ability to regain maximum function; or
- Undergoing a current course of treatment using a non-formulary drug.

As part of the expedited review request, the prescribing *health care practitioner* should include an oral or written:

- Statement that an exigent circumstance exists and explain the harm that could reasonably be expected to the *covered person* if the requested non-formulary drug is not provided within the timeframes of the standard exception request; and
- Justification supporting the need for the prescribed non-formulary drug to treat the *covered person's* condition, including a statement that all covered drug on the *drug list* on any tier:
 - Will be or have been ineffective:
 - Would not be as effective as the non-formulary drug; or
 - Would have adverse effects.

If we grant an expedited exception request to cover a prescribed, clinically appropriate non-formulary drug based on exigent circumstances, we will provide access to the prescribed non-formulary drug:

- Without unreasonable delay; and
- For the duration of the exigent circumstance.

Any applicable cost share for the prescription will apply toward the out-of-pocket limit.

If we deny an expedited exception request, you have the right to an external review as described in the "Non-formulary drug exception request external review" provision of this section.

Non-formulary drug exception request external review

You, your appointed representative or your prescribing health care practitioner have the right to an external review by an independent review organization if we deny a non-formulary drug standard or expedited exception request. To request an external review, refer to the exception request decision letter for instructions or call the customer service number on your ID card for assistance.

The final external review decision by the independent review organization to either uphold the denied exception request or grant the exception request will be provided orally or in writing to *you*, *your* appointed representative or the prescribing *health care practitioner* no later than:

- 24 hours after receipt of an external review request if the original exception request was expedited.
- 72 hours after receipt of an external review request if the original exception request was standard.

If the independent review organization grants the exception request, we will cover the prescribed, clinically appropriate non-formulary drug for you for:

- The duration of the *prescription*, including refills, when the original request was a standard exception request.
- The duration of the exigent circumstance when the original request was an expedited exception request.

Any applicable *cost share* for the *prescription* will apply toward the *out-of-pocket limit*.

Step therapy exception request

Your health care practitioner may submit to us a written step therapy exception request for a clinically appropriate prescription drug. The health care practitioner should use the prior authorization form on our website at www.humana.com or call the customer service telephone number on your ID card.

From the time a *step therapy* exception request is received by *us*, *we* will either approve or deny the request within:

- 24 hours for an expedited request.
- 72 hours for a standard request.

A written *step therapy* exception request will be approved when the request includes the prescribing *health care practitioner's* written statement and supporting documentation that:

- The *prescription* drug requiring *step therapy* has been ineffective in the treatment of *your* disease or medical condition; or
- Based on sound clinical evidence or medical and scientific evidence, the *prescription* drug requiring *step therapy*:
 - Is expected or likely to be ineffective based on *your* known relevant clinical characteristics and the known characteristics of the *prescription* drug regimen; or
 - Will cause or will likely cause an adverse reaction or physical harm to you.

If we deny a step therapy exception request, we will provide you or your appointed representative, and your prescribing health care practitioner:

- The reason for the denial:
- An alternative covered medication; and
- The right to appeal *our* decision as described in the "Complaint and Appeals Procedures" section of this *certificate*.

COVERED EXPENSES - KIDNEY DISEASE TREATMENT SERVICES

This "Covered Expenses – Kidney Disease Treatment Services" section describes the services that will be considered *covered expenses* for kidney disease treatment services under the *master group contract*. Benefits for kidney disease treatment services will be paid on a *maximum allowable fee* basis and as shown in the "Schedule of Benefits – Kidney Disease Treatment Services" subject to any applicable:

- Deductible;
- Copayment;
- Coinsurance percentage; and
- Maximum benefit.

Refer to the "Exclusions" provision in this section and the "Limitations and Exclusions" section listed in this *certificate* for services <u>not</u> covered by the *master group contract*. All terms and provisions of the *master group contract*, including *preauthorization* requirements specified in this *certificate*, are applicable to *covered expenses*.

Covered expenses payable under this section of the certificate will not be duplicated under any other section of the certificate.

Kidney transplants

Please see the "Covered Expenses - Transplant Services" for a detailed description of *covered expenses* and limitations and exclusions that are applicable to all transplant services including kidney transplants. For further details of benefits payable for kidney transplant services please see the "Schedule of Benefits - Transplant Services" and the "Schedule of Benefits - Kidney Disease Treatment Services."

Inpatient kidney disease treatment services other than kidney transplant services

We will pay benefits for *inpatient* care for kidney disease treatment services provided in a *hospital* or *health care treatment facility*. This includes both hemodialysis and peritoneal dialysis provided at the *hospital* or *health care treatment facility* in the course of *inpatient* kidney disease treatment.

The "Schedule of Benefits – Kidney Disease Treatment Services" reflects the benefit limitations for *inpatient* care for kidney disease treatment, if any.

Inpatient health care practitioner services

We will pay benefits for *covered expenses* incurred by *you* for the treatment of kidney disease provided by a *health care practitioner* in a *hospital* or *health care treatment facility*.

COVERED EXPENSES - KIDNEY DISEASE TREATMENT SERVICES (continued)

Outpatient kidney disease treatment services other than kidney transplant services

We will pay benefits for *covered expenses* incurred by *you* for kidney disease treatment services while <u>not</u> *confined* in a *hospital* or *health care treatment facility* for *outpatient* services. This includes hemodialysis, peritoneal dialysis and self-dialysis provided in a *hospital's outpatient* department or in a *health care treatment facility*.

The "Schedule of Benefits – Kidney Disease Treatment Services" reflects the benefit limitations for *outpatient* care for kidney disease treatment, if any.

Exclusions

No benefit will be provided for, or in connection with, services received for kidney disease treatment if:

• The services are covered under any other plan, *Medicare*, or program permitted by state law.

LIMITATIONS AND EXCLUSIONS

These limitations and exclusions apply even if a *health care practitioner* has performed or prescribed a medically appropriate procedure, treatment or supply. This does not prevent *your health care practitioner* from providing or performing the procedure, treatment or supply. However, the procedure, treatment or supply will not be a *covered expense*.

Unless specifically stated otherwise, no benefits will be provided for, or on account of, the following items:

- Treatments, services, supplies, or *surgeries* that are <u>not</u> *medically necessary*, except *preventive services*.
- A *sickness* or *bodily injury* arising out of, or in the course of, any employment for wage, gain or profit. This exclusion applies whether or not *you* have Workers' Compensation coverage. This exclusion does not apply to an *employee* that is sole proprietor, partner or corporate officer if the sole proprietor, partner or corporate officer is not eligible to receive Workers' Compensation benefits.
- Care and treatment given in a *hospital* owned or run by any government entity, unless *you* are legally required to pay for such care and treatment. However, care and treatment provided by military *hospitals* to *covered persons* who are armed services retirees and their *dependents* are <u>not</u> excluded.
- Any service furnished while *you* are *confined* in a *hospital* or institution owned or operated by the United States government or any of its agencies for any military service-connected *sickness* or *bodily injury*.
- Services, or any portion of a service, for which no charge is made.
- Services, or any portion of a service, *you* would <u>not</u> be required to pay for, or would not have been charged for, in the absence of this coverage.
- Any portion of the amount we determine you owe for a services that the provider waives, rebates or discounts, including your copayment, deductible or coinsurance.
- Sickness or bodily injury for which you are in any way paid or entitled to payment or care and treatment by or through a government program.
- Any service <u>not</u> ordered by a *health care practitioner*.
- Private duty nursing.
- Services rendered by a standby physician, *surgical assistant* or *assistant surgeon*, unless *medically necessary*.
- Any service not rendered by the billing provider.
- Any service not substantiated in the medical records of the billing provider.

- Any amount billed for a professional component of an automated:
 - Laboratory service; or
 - Pathology service.
- Education or training, except for diabetes self-management training and habilitative services.
- Educational or vocational therapy, testing, services, or schools, including therapeutic boarding schools and other therapeutic environments. Educational or vocational videos, tapes, books and similar materials are also excluded.
- Services provided by a covered person's family member.
- Ambulance and air ambulance services for routine transportation to, from or between medical facilities and/or a health care practitioner's office.
- Any drug, biological product, device, medical treatment, or procedure which is *experimental*, *investigational or for research purposes*.
- Vitamins, except for *preventive services* with a *prescription* from a *health care practitioner*, dietary supplements, and dietary formulas, except enteral formulas, nutritional supplements or low protein modified food products for the treatment of an inherited metabolic disease, e.g. phenylketonuria (PKU).
- Over-the-counter, non-prescription medications, unless for drugs, medicines or medications or supplies on the Preventive Medication Coverage *drug list* with a *prescription* from a *health care practitioner*.
- Over-the-counter medical items or supplies that can be provided or prescribed by a *health care practitioner* but are also available without a written order or *prescription*, except for *preventive services*.
- Growth hormones, except as otherwise specified in the pharmacy services sections of this *certificate*.
- Prescription drugs and self-administered injectable drugs, except as specified in the "Covered Expenses Pharmacy Services" section in this certificate or unless administered to you:
 - While an inpatient in a hospital, skilled nursing facility, health care treatment facility, or residential treatment facility;
 - By the following, when deemed appropriate by *us*:
 - A health care practitioner:
 - During an office visit; or
 - While an *outpatient*; or
 - A home health care agency as part of a covered home health care plan.
- *Hearing aids*, the fitting of *hearing aids* or advice on their care; except as otherwise stated in this *certificate*.

- Services received in an emergency room, unless required because of *emergency care*.
- Weekend non-emergency *hospital admissions*, specifically *admissions* to a *hospital* on a Friday or Saturday at the convenience of the *covered person* or his or her *health care practitioner* when there is no cause for an emergency *admission* and the *covered person* receives no *surgery* or therapeutic treatment until the following Monday.
- Hospital inpatient services when you are in observation status.
- *Infertility services*; or reversal of elective sterilization.
- In vitro fertilization regardless of the reason for treatment.
- Services for or in connection with a transplant or *immune effector cell therapy* if:
 - The expense relates to storage of cord blood and stem cells, unless it is an integral part of a transplant approved by *us*.
 - Not approved by us, based on our established criteria.
 - Expenses are eligible to be paid under any private or public research fund, government program except *Medicaid*, or another funding program, whether or not such funding was applied for or received.
 - The expense relates to the transplantation of any non-human organ or tissue, unless otherwise stated in the *master group contract*.
 - The expense relates to the donation or acquisition of an organ or tissue for a recipient who is not covered by *us*.
 - The expense relates to a transplant or *immune effector cell therapy* performed outside of the United States and any care resulting from that transplant or *immune effector cell therapy*. This exclusion applies even if the *employee* and *dependents* live outside the United States and the *employee* is in *active status* with the *employer* sponsoring the *master group contract*.
- Services provided for:
 - Immunotherapy for recurrent abortion;
 - Chemonucleolysis;
 - Sleep therapy;
 - Light treatments for Seasonal Affective Disorder (S.A.D.):
 - Immunotherapy for food allergy;
 - Prolotherapy; or
 - Sensory integration therapy.
- Cosmetic surgery and cosmetic services or devices.
- Hair prosthesis, hair transplants or implants and wigs.

- Dental services, appliances or supplies for treatment of the teeth, gums, jaws, or alveolar processes, including but not limited to, any *oral surgery*, *endodontic services* or *periodontics*, implants and related procedures, orthodontic procedures, and any dental services related to a *bodily injury* or *sickness* unless otherwise stated in this *certificate*.
- The following types of care of the feet:
 - Shock wave therapy of the feet;
 - The treatment of weak, strained, flat, unstable, or unbalanced feet; and
 - Arch supports (foot orthotics) or orthopedic shoes, except for diabetes or hammer toe.
- The following types of care of the feet, unless you have diabetes:
 - Hygienic care, and the treatment of superficial lesions of the feet, such as corns, calluses, or hyperkeratosis;
 - Non-surgical treatment of tarsalgia, metatarsalgia or bunion;
 - The cutting of toenails, except the removal of the nail matrix;
 - Heel wedges, lifts or shoe inserts.
- Custodial care and maintenance care.
- Any loss contributed to, or caused by:
 - War or any act of war, whether declared or not;
 - Insurrection: or
 - Any conflict involving armed forces of any authority.
- Services relating to a sickness or bodily injury as a result of:
 - Engagement in an illegal profession or occupation; or
 - Commission of or an attempt to commit a criminal act.

This exclusion does not apply to any *sickness* or *bodily injury* resulting from an act of domestic violence or a medical condition (including both physical and mental health conditions).

- Expenses for any membership fees or program fees, including but not limited to, health clubs, health spas, aerobic and strength conditioning, work-hardening programs and weight loss or surgical programs, and any materials or products related to these programs.
- Surgical procedures for the removal of excess skin and/or fat in conjunction with or resulting from weight loss or a weight loss *surgery*.
- Expenses for services that are primarily and customarily used for environmental control or enhancement (whether or not prescribed by a *health care practitioner*) and certain medical devices including, but not limited to:
 - Common household items including air conditioners, air purifiers, water purifiers, vacuum cleaners, waterbeds, hypoallergenic mattresses or pillows, or exercise equipment;

- Motorized transportation equipment (e.g. scooters), escalators, elevators, ramps, or modifications or additions to living/working quarters or transportation vehicles;
- Personal hygiene equipment including bath/shower chairs, transfer equipment or supplies or bed side commodes:
- Personal comfort items including cervical pillows, gravity lumbar reduction chairs, swimming pools, whirlpools, spas, or saunas;
- Medical equipment including:
 - Blood pressure monitoring devices, unless prescribed by a *health care practitioner* for *preventive services* and ambulatory blood pressure monitoring is not available to confirm diagnosis of hypertension;
 - PUVA lights; and
 - Stethoscopes;
- Communication systems, telephone, television, or computer systems and related equipment or similar items or equipment;
- Communication devices, except after surgical removal of the larynx or a diagnosis of permanent lack of function of the larynx.
- Duplicate or similar rentals or purchases of durable medical equipment or diabetes equipment.
- Therapy and testing for treatment of allergies including, but not limited to, services related to clinical ecology, environmental allergy and allergic immune system dysregulation and sublingual antigen(s), extracts, neutralization tests and/or treatment <u>unless</u> such therapy or testing is approved by:
 - The American Academy of Allergy and Immunology; or
 - The Department of Health and Human Services or any of its offices or agencies.
- Lodging accommodations or transportation.
- Communications or travel time.
- Bariatric *surgery*, any services or complications related to bariatric *surgery*, and other weight loss products or services.
- Sickness or bodily injury for which no fault medical payment or expense coverage benefits are paid or payable under any homeowners, premises or any other similar coverage.
- Elective medical or surgical abortion unless:
 - The pregnancy would endanger the life of the mother;
 - The pregnancy is a result of rape or incest; or
 - The fetus has been diagnosed with a lethal or otherwise significant abnormality.

Alternative medicine.

- Acupuncture, unless:
 - The treatment is *medically necessary*, appropriate and is provided within the scope of the acupuncturist's license; and
 - You are directed to the acupuncturist for treatment by a licensed physician.
- Services rendered in a premenstrual syndrome clinic or holistic medicine clinic.
- Services of a midwife, unless the midwife is licensed.
- Vision examinations or testing for the purposes of prescribing corrective lenses, except
 comprehensive eye exams provided under the "Covered Expenses Pediatric Vision Care" section in
 this certificate.
- Orthoptic/vision training (eye exercises).
- Radial keratotomy, refractive keratoplasty or any other *surgery* or procedure to correct myopia, hyperopia or stigmatic error.
- The purchase or fitting of eyeglasses or contact lenses, except as:
 - The result of an *accident* or following cataract *surgery* as stated in this *certificate*.
 - Otherwise specified in the "Covered Expenses Pediatric Vision Care" section in this *certificate*.
- Services and supplies which are:
 - Rendered in connection with mental illnesses not classified in the International Classification of Diseases of the U.S. Department of Health and Human Services; or
 - Extended beyond the period necessary for evaluation and diagnosis of learning and behavioral disabilities or for mental retardation.
- Marriage counseling, unless for the treatment of mental health and/or chemical dependency services.
- Expenses for:
 - Employment;
 - School;
 - Sport;
 - Camp;
 - Travel: or
 - The purposes of obtaining insurance
- Expenses for care and treatment of non-covered procedures or services.
- Expenses for treatment of complications of non-covered procedures or services.
- Expenses incurred for services prior to the *effective date* or after the termination date of *your* coverage under the *master group contract*. Coverage will be extended as described in the "Extension of Benefits" section, as required by state law.

- Expenses for services, *prescriptions*, equipment, or supplies received outside the United States or from a foreign provider unless:
 - For *emergency care*;
 - The *employee* is traveling outside the United States due to employment with the *employer* sponsoring the *master group contract* and the services are not covered under any Workers' Compensation or similar law; or
 - The *employee* and *dependents* live outside the United States and the *employee* is in *active status* with the *employer* sponsoring the *master group contract*.

• Pre-surgical/procedural testing duplicated during a hospital confinement.



LIMITATIONS AND EXCLUSIONS - PHARMACY SERVICES

This "Limitations and Exclusions – Pharmacy Services" section describes the limitations and exclusions under the *master group contract* that apply to *prescription* drugs, including *specialty drugs*, dispensed by a *pharmacy*. Please refer to the "Limitations and Exclusions" section of this *certificate* for additional limitations.

These limitations and exclusions apply even if a *health care practitioner* has prescribed a medically appropriate service, treatment, supply, or *prescription*. This does not prevent *your health care practitioner* or *pharmacist* from providing the service, treatment, supply, or *prescription*. However, the service, treatment, supply, or *prescription* will not be a *covered expense*.

Unless specifically stated otherwise, no benefit will be provided for, or on account of, the following items:

- Legend drugs, which are not deemed medically necessary by us.
- Prescription drugs not included on the drug list.
- Any amount exceeding the *default rate*.
- Specialty drugs for which coverage is not approved by us.
- Drugs not approved by the FDA.
- Any drug prescribed for intended use other than for:
 - Indications approved by the FDA; or
 - Off-label indications recognized through peer-reviewed medical literature.
- Any drug prescribed for a sickness or bodily injury not covered under the master group contract.
- Any drug, medicine or medication that is either:
 - Labeled "Caution limited by federal law to investigational use;" or
 - Experimental, investigational or for research purposes,

even though a charge is made to you.

- Allergen extracts.
- Therapeutic devices or appliances, including, but not limited to:
 - Hypodermic needles and syringes (except when prescribed by a *health care practitioner* for use with insulin and *self-administered injectable drugs*, whose coverage is approved by *us*);
 - Support garments;
 - Test reagents;
 - Mechanical pumps for delivery of medications; and
 - Other non-medical substances.

LIMITATIONS AND EXCLUSIONS - PHARMACY SERVICES (continued)

- Dietary supplements and nutritional products, except enteral formulas and nutritional supplements for the treatment of phenylketonuria (PKU) or other inherited metabolic disease. Refer to the "Covered Expenses" section of the *certificate* for coverage of low protein modified foods.
- Non-prescription, over-the-counter minerals, except as specified on the Preventive Medication Coverage *drug list* when obtained from a *network pharmacy* with a *prescription* from a *health care practitioner*.
- Growth hormones for idiopathic short stature or any other condition, unless there is a laboratory confirmed diagnosis of growth hormone deficiency, or as otherwise determined by *us*.
- Herbs and vitamins, except prenatal (including greater than one milligram of folic acid), pediatric multi-vitamins with fluoride and vitamins on the Preventive Medication Coverage *drug list* when obtained from a *network pharmacy* with a *prescription* from a *health care practitioner*.
- Any drug used for the purpose of weight loss.
- Any drug used for cosmetic purposes, including, but not limited to:
 - Dermatologicals or hair growth stimulants; or
 - Pigmenting or de-pigmenting agents.
- Any drug or medicine that is lawfully obtainable without a prescription (over-the-counter drugs), except:
 - Insulin; and
 - Drugs, medicines or medications and supplies on the Preventive Medication Coverage *drug list* when obtained from a *network pharmacy* with a *prescription* from a *health care practitioner*.
- Compounded drugs that:
 - Are prescribed for a use or route of administration that is not FDA approved or compendia supported;
 - Are prescribed without a documented medical need for specialized dosing or administration;
 - Only contain ingredients that are available over-the-counter;
 - Only contain non-commercially available ingredients; or
 - Contain ingredients that are not FDA approved, including bulk compounding powders.
- Abortifacients (drugs used to induce abortions).
- *Infertility services* including medications.
- Any drug prescribed for impotence and/or sexual dysfunction.
- Any drug, medicine or medication that is consumed or injected at the place where the *prescription* is given, or dispensed by the *health care practitioner*.
- The administration of covered medication(s).

LIMITATIONS AND EXCLUSIONS - PHARMACY SERVICES (continued)

- *Prescriptions* that are to be taken by or administered to *you*, in whole or in part, while *you* are a patient in a facility where drugs are ordinarily provided on an *inpatient* basis by the facility. *Inpatient* facilities include, but are not limited to:
 - Hospital;
 - Skilled nursing facility; or
 - Hospice facility.
- Injectable drugs, including, but not limited to:
 - Immunizing agents, unless for *preventive services* determined by *us* to be dispensed by or administered in a *pharmacy*;
 - Biological sera;
 - Blood;
 - Blood plasma; or
 - Self-administered injectable drugs or specialty drugs for which prior authorization or step therapy is not obtained from us.
- *Prescription* fills or refills:
 - In excess of the number specified by the health care practitioner; or
 - Dispensed more than one year from the date of the original order.
- Any portion of a *prescription* fill or refill that exceeds a 90-day supply when received from a *mail* order pharmacy or a retail pharmacy that participates in our program, which allows you to receive a 90-day supply of a prescription fill or refill.
- Any portion of a *prescription* fill or refill that exceeds a 30-day supply when received from a retail *pharmacy* that does <u>not</u> participate in *our* program, which allows *you* to receive a 90-day supply of a *prescription* fill or refill.
- Any portion of a *specialty drug prescription* fill or refill that exceeds a 30-day supply, unless otherwise determined by us.
- Any portion of a *prescription* fill or refill that:
 - Exceeds our drug-specific dispensing limit;
 - Is dispensed to a *covered person*, whose age is outside the drug-specific age limits defined by us:
 - Exceeds the duration-specific dispensing limit; or
 - Is refilled early, as defined by *us*; except for *prescription* refills of a topical ophthalmic product when:
 - The refill is requested by the *covered person* prior to the last day of the prescribed dosage period and after at least 75% of the predicted days of use; and

LIMITATIONS AND EXCLUSIONS - PHARMACY SERVICES (continued)

- The prescribing *health care practitioner* on the original *prescription* that refills are permitted and the early refills requested by the *covered person* do not exceed the total number of refills prescribed.
- Any drug for which we require prior authorization or step therapy and it is not obtained.
- Any drug for which a charge is customarily not made.
- Any drug, medicine or medication received by you:
 - Before becoming covered; or
 - After the date *your* coverage has ended.
- Any costs related to the mailing, sending or delivery of *prescription* drugs.
- Any intentional misuse of this benefit, including *prescriptions* purchased for consumption by someone other than *you*.
- Any *prescription* fill or refill for drugs, medicines or medications that are lost, stolen, spilled, spoiled, or damaged.
- Drug delivery implants and other implant systems or devices.
- Any amount *you* paid for a *prescription* that has been filled, regardless of whether the *prescription* is revoked or changed due to adverse reaction or change in dosage or *prescription*.

ELIGIBILITY AND EFFECTIVE DATES

Eligibility date

Employee eligibility date

The *employee* is eligible for coverage on the date:

- The eligibility requirements are satisfied as stated in the Employer Group Application, or as otherwise agreed to by the *group plan sponsor* and *us*; and
- The *employee* is in an *active status*.

Dependent eligibility date

Each *dependent* is eligible for coverage on:

- The date the *employee* is eligible for coverage, if he or she has *dependents* who may be covered on that date:
- The date of the *employee's* marriage for any *dependents* (spouse or child) acquired on that date;
- The date of birth of the *employee's* natural-born child;
- The date of birth of the *employee's* grandchild whose parent is under 18 years of age and is covered under this *certificate* as the *employee's* covered *dependent*;
- The date of placement of the child for the purpose of adoption by the *employee*, whether or not a court ultimately makes a final order granting adoption of the child to the *employee*. Placed for adoption means:
 - The department, a county department or licensed child welfare agency places a child in *your* home (which is a licensed foster home) for adoption and enters into an agreement with *you*;
 - A court orders the child placed in *your* home for adoption;
 - A sending agency places the child in *your* home for adoption and *you* take physical custody of the child at any location within the United States;
 - The person bringing the child into Wisconsin has complied with the requirements for interstate placement of children and *you* take physical custody of the child at any location within the United States; or
 - A court of a foreign jurisdiction appoints *you* as guardian of a child who is a citizen of that jurisdiction and the child arrives in *your* home for the purpose of adoption; or
- The date specified in a Qualified Medical Child Support Order (QMCSO), or National Medical Support Notice (NMSN) for a child, or a valid court or administrative order for a spouse, which requires the *employee* to provide coverage for a child or spouse as specified in such orders.

The *employee* may cover his or her *dependents* only if the *employee* is also covered.

Enrollment

Employees and *dependents* eligible for coverage under the *master group contract* may enroll for coverage as specified in the enrollment provisions outlined below.

Employee enrollment

The *employee* must enroll, as agreed to by the *group plan sponsor* and *us*, within 31 days of the *employee's eligibility date* or within the time period specified in the "Special enrollment" provision.

The *employee* is a *late applicant* if enrollment is requested more than 31 days after the *employee's eligibility date* or later than the time period specified in the "Special enrollment" provision. A *late applicant* must wait to enroll for coverage during the *open enrollment period*, unless the *late applicant* becomes eligible for special enrollment as specified in the "Special enrollment" provision.

Health status will <u>not</u> be used to determine premium rates. We will <u>not</u> use health status-related factors to decline coverage to an eligible employee and we will administer this provision in a non-discriminatory manner.

Dependent enrollment

If electing *dependent* coverage, the *employee* must enroll eligible *dependents*, as agreed to by the *group* plan sponsor and us, within 31 days of the *dependent's* eligibility date or within the time period specified in the "Special enrollment" provision.

The *dependent* is a *late applicant* if enrollment is requested more than 31 days after the *dependent's eligibility date* or later than the time period specified in the "Special enrollment" provision. A *late applicant* must wait to enroll for coverage during the *open enrollment period*, unless the *late applicant* becomes eligible for special enrollment as specified in the "Special enrollment" provision.

Health status will <u>not</u> be used to determine premium rates. We will <u>not</u> use *health status-related factors* to decline coverage to an eligible *dependent* and we will administer this provision in a non-discriminatory manner.

Newborn and adopted dependent enrollment

A newborn *dependent* will be covered from the date of birth to 60 days of age. An adopted *dependent* will be automatically covered from the date of adoption or placement of the child with the *employee* for the purpose of adoption, whichever occurs first, for 60 days.

If additional premium is not required to add additional *dependents* and if *dependent* child coverage is in force as of the newborn's date of birth in the case of newborn *dependents* or the earlier of the date of adoption or placement of the child with the *employee* for purposes of adoption in case of adopted *dependents*, coverage will continue beyond the initial 60 days. *You* must notify *us* to make sure *we* have accurate records to administer benefits.

If premium is required to add *dependents you* must enroll the *dependent* child and pay the additional premium within 60 days:

- Of the newborn's date of birth; or
- Of the date of adoption or placement of the child with the *employee* for the purpose of adoption to add the child to *your* plan, whichever occurs first.

If enrollment is requested more than 60 days after the date of birth, date of adoption or placement with the *employee* for the purpose of adoption, and additional premium is required, *you* may continue *dependent* coverage if, within one year after the date of birth, all past due premium with 5½ percent interest is paid in full. Otherwise, the newborn or adopted *dependent* is a *late applicant* and must wait to enroll for coverage during the *open enrollment period*, unless the *late applicant* becomes eligible for special enrollment as specified in the "Special enrollment" provision.

Special enrollment

Special enrollment is available if the following apply

- You have a change in family status due to:
 - Marriage;
 - Divorce;
 - A Qualified Medical Child Support Order (QMCSO);
 - A National Medical Support Notice (NMSN); and
 - You enroll within 31 days after the special enrollment date; or
 - The birth of a natural born child; or
 - The adoption of a child or placement of a child with the *employee* for the purpose of adoption; and
 - You enroll within 60 days after the special enrollment date; or
- You are an *employee* or *dependent* eligible for coverage under the *master group contract*, and:
 - You previously declined enrollment stating you were covered under another group health plan or other *health insurance coverage*; and
 - Loss of eligibility of such other coverage occurs, regardless of whether you are eligible for, or elect COBRA; and
 - You enroll within 31 days after the special enrollment date.

Loss of eligibility of other coverage includes, but is not limited to:

- Termination of employment or eligibility;
- Reduction in number of hours of employment;

- Divorce, legal separation or death of a spouse;
- Loss of dependent eligibility, such as attainment of the limiting age;
- Termination of your employer's contribution for the coverage;
- Loss of individual HMO coverage because you no longer reside, live or work in the service area;
- Loss of group HMO coverage because you no longer reside, live or work in the service area, and no other benefit package is available; or
- The plan no longer offers benefits to a class of similarly situated individuals; or
- You had COBRA continuation coverage under another plan at the time of eligibility, and:
 - Such coverage has since been exhausted; and
 - You stated at the time of the initial enrollment that coverage under COBRA was your reason for declining enrollment; and
 - You enroll within 31 days after the special enrollment date; or
- You were covered under an alternate plan provided by the employer that terminates, and:
 - You are replacing coverage with the *master group contract*; and
 - You enroll within 31 days after the special enrollment date; or
- You are an *employee* or *dependent* eligible for coverage under the *master group contract*, and:
 - Your *Medicaid* coverage or your Children's Health Insurance Program (CHIP) coverage terminated as a result of loss of eligibility; and
 - You enroll within 60 days after the special enrollment date; or
- You are an *employee* or *dependent* eligible for coverage under the *master group contract*, and:
 - You become eligible for a premium assistance subsidy under *Medicaid* or CHIP; and
 - You enroll within 60 days after the special enrollment date.

The *employee* or *dependent* is a *late applicant* if enrollment is requested later than the time period specified above. A *late applicant* must wait to enroll for coverage during the *open enrollment period*.

Dependent special enrollment

The *dependent* special enrollment is the time period specified in the "Special enrollment" provision.

If dependent coverage is available under the employer's master group contract or added to the master group contract, an employee who is a covered person can enroll eligible dependents during the special enrollment. An employee, who is otherwise eligible for coverage and had waived coverage under the master group contract when eligible, can enroll himself/herself and eligible dependents during the special enrollment.

The *employee* or *dependent* is a *late applicant* if enrollment is requested later than the time period specified above. A *late applicant* must wait to enroll for coverage during the *open enrollment period*.

Open enrollment

Eligible *employees* or *dependents*, who did not enroll for coverage under the *master group contract* following their *eligibility date* or *special enrollment date*, have an opportunity to enroll for coverage during the *open enrollment period*. The *open enrollment period* is also the opportunity for *late applicants* to enroll for coverage.

Eligible *employees* or *dependents*, including *late applicants*, must request enrollment during the *open enrollment period*. If enrollment is requested after the *open enrollment period*, the *employee* or *dependent* must wait to enroll for coverage during the <u>next open enrollment period</u>, unless they become eligible for special enrollment as specified in the "Special enrollment" provision.

Effective date

The provisions below specify the *effective date* of coverage for *employees* or *dependents*, if enrollment is requested within 31 days of their *eligibility date* or within the time period specified in the "Special enrollment" provision. If enrollment is requested during an *open enrollment period*, the *effective date* of coverage is specified in the "Open enrollment effective date" provision.

Employee effective date

The *employee's effective date* provision is stated in the Employer Group Application. The *employee's effective date* of coverage may be the date immediately following completion of the *waiting period*, or the first of the month following completion of the *waiting period*, if enrollment is requested within 31 days of the *employee's eligibility date*. The *special enrollment date* is the *effective date* of coverage for an *employee* who requests enrollment within the time period specified in the "Special enrollment" provision. The *employee effective dates* specified in this provision apply to an *employee* who is not a *late applicant*.

Dependent effective date

The dependent's effective date is the date the dependent is eligible for coverage if enrollment is requested within 31 or 60 days, as applicable, of the dependent's eligibility date. The special enrollment date is the effective date of coverage for the dependent who requests enrollment within the time period specified in the "Special enrollment" provision. The dependent effective dates specified in this provision apply to a dependent who is not a late applicant.

In <u>no</u> event will the *dependent's effective date* of coverage be prior to the *employee's effective date* of coverage.

Newborn and adopted dependent effective date

The *effective date* of coverage for a newborn *dependent* is the date of birth if the newborn is not a *late applicant*.

The *effective date* of coverage for an adopted *dependent* is the date of adoption or the date of placement with the *employee* for the purpose of adoption, whichever occurs first, if the *dependent* child is not a *late applicant*.

Premium is due for any period of *dependent* coverage whether or not the *dependent* is subsequently enrolled, unless specifically not allowed by applicable law. Additional premium may not be required when *dependent* coverage is already in force.

Open enrollment effective date

The *effective date* of coverage for an *employee* or *dependent*, including a *late applicant*, who requests enrollment during an *open enrollment period*, is the first day of the *master group contract year* as agreed to by the *group plan sponsor* and *us*.

Retired employee coverage

Retired employee eligibility date

Retired *employees* are an eligible class of *employees* if requested on the Employer Group Application and if approved by *us*. An *employee*, who retires <u>while covered</u> under the *master group contract*, is considered eligible for retired *employee* medical coverage on the date of retirement if the eligibility requirements stated in the Employer Group Application are satisfied.

Retired employee enrollment

The *employer* must notify *us* of the *employee's* retirement within 31 days of the date of retirement. If *we* are notified more than 31 days after the date of retirement, the retired *employee* is a *late applicant*. A *late applicant* must wait to enroll for coverage during the *open enrollment period*, unless the *late applicant* becomes eligible for special enrollment as specified in the "Special enrollment" provision.

Retired employee effective date

The *effective date* of coverage for an eligible retired *employee* is the date of retirement for an *employee* who retires <u>after</u> the date *we* approve the *employer's* request for a retiree classification, provided *we* are notified within 31 days of the retirement. If *we* are notified more than 31 days after the date of retirement, the *effective date* of coverage for the *late applicant* is the date *we* specify.

REPLACEMENT OF COVERAGE

Applicability

This "Replacement of Coverage" section applies when an *employer's* previous group health plan not offered by *us* or *our* affiliates (Prior Plan) is terminated and replaced by coverage under the *master group contract* and:

- You were covered under the *employer's* Prior Plan on the day before the effective date of the *master* group contract;
- You are insured for medical coverage on the effective date of the master group contract.

Benefits available for *covered expense* under the *master group contract* will be reduced by any benefits payable by the Prior Plan during an extension period.

Deductible credit

Medical expense incurred while *you* were covered under the Prior Plan may be used to satisfy *your* network provider deductible under the master group contract if the medical expense was:

- Incurred in the same calendar year the master group contract first becomes effective; and
- Applied to the network deductible amount under the Prior Plan.

Waiting period credit

If the *employee* had not completed the initial *waiting period* under the *group plan sponsor's* Prior Plan on the day that it ended, any period of time that the *employee* satisfied will be applied to the appropriate *waiting period* under the *master group contract*, if any. The *employee* will then be eligible for coverage under the *master group contract* when the balance of the *waiting period* has been satisfied.

Out-of-pocket limit

Any medical expense applied to the Prior Plan's network *out-of-pocket limit* or stop-loss limit will be credited to *your network provider out-of-pocket limit* under the *master group contract* if the medical expense was incurred in the same calendar year the *master group contract* first becomes effective.

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TERMINATION PROVISIONS

Termination of coverage

The date of termination, as described in this "Termination Provisions" section, may be the actual date specified or the end of that month, as selected by *your employer* on the Employer Group Application (EGA).

You and your employer must notify us as soon as possible if you or your dependent no longer meets the eligibility requirements of the master group contract. Notice must be provided to us within 31 days of the change.

When we receive notification of a change in eligibility status in advance of the effective date of the change, coverage will terminate on the actual date specified by the *employer* or *employee* or at the end of that month, as selected by *your employer* on the EGA.

When we receive the employer's request to terminate coverage retroactively, the employer's termination request is their representation to us that you did not pay any premium or make contribution for coverage past the requested termination date.

Otherwise, coverage terminates on the earliest of the following:

- The date the *master group contract* terminates;
- The end of the period for which required premiums were paid to us;
- The date the *employee* terminated employment with the *employer*;
- The date the *employee* no longer qualified as an *employee*;
- The date you fail to be in an eligible class of persons as stated in the EGA;
- The date the *employee* entered full-time military, naval or air service;
- The date the *employee* retired, except if the EGA provides coverage for a retiree class of *employees* and the retiree is in an eligible class of retirees, selected by the *employer*;
- The date of an *employee* request for termination of coverage for the *employee* or *dependents*;
- For a *dependent*, the date the *employee's* coverage terminates;
- For a *dependent*, the date the *employee* ceases to be in a class of *employees* eligible for *dependent* coverage;
- The date *your dependent* no longer qualifies as a *dependent*;
- For any benefit, the date the benefit is deleted from the *master group contract*; or

TERMINATION PROVISIONS (continued)

• The date fraud or an intentional misrepresentation of a material fact has been committed by *you*. For more information on fraud and intentional misrepresentation, refer to the "Fraud" provision in the "Miscellaneous Provisions" section of this *certificate*.

Termination for cause

We will terminate your coverage for cause under the following circumstances:

- If you allow an unauthorized person to use your identification card or if you use the identification card of another covered person. Under these circumstances, the person who receives the services provided by use of the identification card will be responsible for paying us any amount we paid for those services.
- If you or the group plan sponsor perpetrate fraud or intentional misrepresentation on claims, identification cards or other identification in order to obtain services or a higher level of benefits. This includes, but is not limited to, the fabrication or alteration of a claim, identification card or other identification.

EXTENSION OF BENEFITS

Extension of coverage for total disability

We extend limited coverage if:

- The *master group contract* terminates while *you* are *totally disabled* due to a *bodily injury* or *sickness* that occurs while the *master group contract* is in effect; and
- *Your* coverage is not replaced by other group coverage providing substantially equivalent or greater benefits than those provided for the disabling conditions by the *master group contract*.

Benefits are payable only for those expenses incurred for the same *sickness* or *bodily injury* which caused *you* to be *totally disabled*. Coverage for the disabling condition continues, but not beyond the earliest of the following dates:

- The date your health care practitioner certifies you are no longer totally disabled; or
- The date any maximum benefit is reached; or
- The last day of a 12 consecutive month period following the date the *master group contract* terminated.

No insurance is extended to a child born as a result of a *covered person's* pregnancy.

The "Extension of coverage for total disability" provision does <u>not</u> apply to covered retired persons.

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CONTINUATION

Continuation options in the event of termination

If coverage terminates:

- It may be continued as described in the "State continuation of coverage" provision; or
- It may be continued under the continuation provisions as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA), if applicable.

A complete description of the "State continuation of coverage" provision follows.

State continuation of coverage

A *covered person* whose coverage terminates shall have the right to continuation under the *master group* contract as follows.

If an *employee* was covered for *dependent* coverage when his or her health coverage terminated, an *employee* may choose to continue health coverage for any *dependent* who was covered by the *master group contract*. The same terms with regard to the availability of continued health coverage described below will apply to *dependents*.

In order to be eligible for this option:

- The *employee* must have been continuously covered under the *master group contract* for at least 3 consecutive months prior to termination; and
- The *employee's* eligibility for group coverage terminates for any other reason other than misconduct on the job;
- The *covered person* is the former spouse of an *employee* whose marriage ended due to divorce or annulment while covered under the *master group contract*, and the *employee* continues to be covered under the *master group contract*; or
- The *covered person* is a surviving *dependent* spouse or child of an *employee* who died while covered under the *master group contract*. No child may be insured without a parent insured, unless only a *dependent* child survives the *employee's* death.

The *employer* is required by law to provide *you* with a written notice of these rights. *You* must receive the notice within 5 days after the date the *employer* knows *your* eligibility for coverage will terminate.

Written application and payment of the first premium for continuation must be made within 31 days after the date coverage terminates or within 31 days after the *covered person* has been given the required notice. The premium rate will not exceed the *group* premium. The premium will be payable in advance to the *group plan sponsor* on a monthly basis. A new enrollment form must be completed for continuation of coverage of a former *dependent* spouse or a surviving *dependent*.

CONTINUATION (continued)

Medical coverage under the *master group contract* continues under this option until the earliest of:

- The end of 18 consecutive months from the date *you* elected this option. This period of time is measured from the exact date this option is elected to the same calendar date of the next succeeding months;
- The date on which the *covered person* is eligible for similar benefits under another group plan;
- The date timely premium payments are not made on *your* behalf;
- The date on which the *covered person* is no longer a Wisconsin resident; or
- For a *covered person* who is the former spouse of an *employee*, the date the *employee* is no longer covered by the *master group contract*.

The *group plan sponsor* is responsible for sending *us* the premium payments for those individuals who choose to continue their coverage. If the *group plan sponsor* fails to make proper payment of the premiums to *us*, *we* are relieved of all liability for any coverage that was continued and the liability will rest with the *group plan sponsor*.

If the *employee* returns to *active status* while insured under this continuation privilege, he or she must re-enroll for *employee* coverage.

COORDINATION OF BENEFITS

This "Coordination of Benefits" (COB) provision applies when a person has health care coverage under more than one *plan*. The order of benefit determination rules below determine which *plan* will pay as the *primary plan*. The *primary plan* pays first without regard to the possibility another *plan* may cover some expenses. A *secondary plan* pays after the *primary plan* and may reduce the benefits it pays so that payments from all *plans* do not exceed 100% of the total *allowable expense*.

Definitions

The following definitions are used exclusively in this provision.

Plan means any of the following that provide benefits or services for medical or dental care or treatment. However, if separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered part of the same *plan* and there is no COB among those separate contracts.

Plan includes:

- Group insurance contracts, health maintenance organization (HMO) contracts, closed panel or other forms of group or group-type coverage (whether insured or uninsured);
- Medical care components of long-term care contracts, such as skilled nursing care;
- Medical benefits under group or individual automobile contracts, including "No Fault" and Medical Payments coverages; and
- *Medicare* or other governmental benefits, as permitted by law.

Plan does not include:

- Individual or family insurance;
- Closed panel or other individual coverage (except for group-type coverage);
- Hospital indemnity benefits;
- School accident type coverage:
- Benefits for non-medical care components of group long-term care contracts;
- Medicare supplement policies;
- A state plan under *Medicaid*; and
- Coverage under other governmental plans, unless permitted by law.

Each contract for coverage is a separate *plan*. If a *plan* has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate *plan*.

Notwithstanding any statement to the contrary, for the purposes of COB, prescription drug coverage under this *plan* will be considered a separate *plan* and will therefore only be coordinated with other prescription drug coverage.

Primary/secondary means the order of benefit determination stating whether this *plan* is *primary* or *secondary* covering the person when compared to another *plan* also covering the person.

When this *plan* is *primary*, its benefits are determined before those of any other *plan* and without considering any other *plan's* benefits. When this *plan* is *secondary*, its benefits are determined after those of another *plan* and may be reduced because of the *primary plan's* benefits.

Allowable expense means a health care service or expense, including deductibles, if any, and copayments, that is covered at least in part by any of the *plans* covering the person. When a *plan* provides benefits in the form of services (e.g. an HMO), the reasonable cash value of each service will be considered an *allowable expense* and a benefit paid. An expense or service that is not covered by any of the *plans* is not an *allowable expense*. The following are examples of expenses or services that are not *allowable expenses*:

- If a *covered person* is confined in a private *hospital* room, the difference between the cost of a semi-private room in the *hospital* and the private room, (unless the patient's stay in a private *hospital* room is medically necessary in terms of generally accepted medical practice, or one of the *plans* routinely provides coverage for *hospital* private rooms) is <u>not</u> an *allowable expense*.
- If a person is covered by two or more *plans* that compute their benefits payments on the basis of usual and customary fees, any amount in excess of the highest usual and customary fees for a specific benefit is not an *allowable expense*.
- If a person is covered by two or more *plans* that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the fees is <u>not</u> an *allowable expense*.
- If a person is covered by one *plan* that calculates it benefits or services on the basis of usual and customary fees and another *plan* that provides its benefits or services on the basis of negotiated fees, the *primary plan's* payment arrangement shall be the *allowable expense* for all *plans*.
- The amount a benefit is reduced by the *primary plan* because a *covered person* does not comply with the *plan* provisions. Examples of these provisions are second opinions, precertification of *admissions* and preferred provider arrangements.

Claim determination period means a calendar year. However, it does not include any part of a year during which a person has no coverage under this *plan*, or before the date this COB provision or a similar provision takes effect.

Closed panel plan is a plan that provides health benefits to covered persons primarily in the form of services through a panel of providers that has contracted with or are employed by the plan, and that limits or excludes benefits for services provided by other providers, except in the cases of emergency or referral by a panel member.

Custodial parent means a parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.

Order of determination rules

General

When two or more *plans* pay benefits, the rules for determining the order of payment are as follows:

• The primary plan pays or provides its benefits as if the secondary plan or plans did not exist.

- A *plan* that does not contain a COB provision that is consistent with applicable promulgated regulation is always *primary*. There is one exception: coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits may provide that the supplementary coverage shall be excess to any other parts of the *plan* provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base *plan* hospital and surgical benefits, and insurance type coverages that are written in connection with a *closed panel plan* to provide out-of-network benefits.
- A *plan* may consider the benefits paid or provided by another *plan* in determining its benefits only when it is *secondary* to that other *plan*.

Rules

The first of the following rules that describes which *plan* pays its benefits before another *plan* is the rule to use.

- Non-dependent or dependent. The plan that covers the person other than as a dependent, for example as an employee, member, subscriber or retiree is primary and the plan that covers the person as a dependent is secondary. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent; and primary to the plan covering the person as other than a dependent (e.g. retired employee); then the order of benefits between the two plans is reversed so that the plan covering the person as an employee, member, subscriber or retiree is secondary and the other plan is primary.
- **Dependent child covered under more than one** *plan*. The order of benefits when a child is covered by more than one *plan* is:
 - The *primary plan* is the *plan* of the parent whose birthday is earlier in the year if:
 - The parents are married:
 - The parents are not separated (whether or not they have been married); or
 - A court decree awards joint custody with out specifying that one parent has the responsibility to provide health care coverage.
 - If both the parents have the same birthday, the *plan* that covered either of the parents longer is *primary*.
 - If the specific terms of a court decree state that one parent is responsible for the child's health care expenses or health care coverage and the *plan* of that parent has actual knowledge of those terms, that *plan* is *primary*. This rule applies to *claim determination periods* or plan years commencing after the *plan* is given notice of the court decree.
- If the parents are not married, or are separated (whether or not they ever have been married) or are divorced, the order of benefits is:
 - The *plan* of the *custodial parent*;
 - The *plan* of the spouse of the *custodial parent*;
 - The *plan* of the non-*custodial parent*; and then
 - The *plan* of the spouse of the non-custodial parent.

- Active or inactive *employee*. The *plan* that covers a person as an *employee*, who is neither laid off nor retired, is *primary*. The same would hold true if a person is a *dependent* of a person covered as a retiree and an *employee*. If the other *plan* does not have this rule, and if, as a result, the *plans* do not agree on the order of benefits, this rule is ignored.
- Continuation coverage. If a person whose coverage is provided under a right of continuation provided by federal or state law also is covered under another *plan*, the *plan* covering the person as an *employee*, member, subscriber or retiree (or as that person's *dependent*) is *primary*, and the continuation coverage is *secondary*. If the other *plan* does not have this rule, and if, as a result, the *plans* do not agree on the order of benefits, this rule is ignored.
- **Longer or shorter length of coverage**. The *plan* that covered the person as an *employee*, member, subscriber or retiree longer is *primary*.

If the preceding rules do not determine the *primary plan*, the *allowable expenses* shall be shared equally between the *plans* meeting the definition of *plan* under this provision. In addition, this *plan* will not pay more that it would have had it been *primary*.

Effects on the benefits of this plan

When this *plan* is *secondary*, benefits may be reduced to the difference between the *allowable expense* (determined by the *primary plan*) and the benefits paid by any *primary plan* during the *claim determination period*. Payment from all *plans* will not exceed 100% of the total *allowable expense*.

The difference between the benefit payments that this *plan* would have paid had it been the *primary plan*, and the benefit payments that it actually paid or provided shall be recorded as a benefit reserve for the *covered person* and used by this *plan* to pay an *allowable expense*, not otherwise paid during the *claim determination period*. As each claim is submitted, this *plan* will determine:

- Its obligation to pay or provide benefits under its contract;
- Whether a benefit reserve has been recorded for the *covered person*; and
- Whether there are any unpaid allowable expenses during the claim determination period.

If there is a benefit reserve, the *secondary plan* will use the *covered person's* benefit reserve to pay up to 100% of total *allowable expenses* incurred during the *claim determination period*. At the end of the *claim determination period*, the benefit reserve returns to zero. A new benefit reserve must be created for each new *claim determination period*.

If a *covered person* is enrolled in two or more *closed panel plans* and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one *closed panel plan*, COB shall not apply between that *plan* and the other *closed panel plan*.

Right to receive and release needed information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this *plan* and other *plans*. We may get the facts we need from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this *plan* and other *plans* covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under this *plan* must give us any facts we need to apply those rules and determine benefits payable.

Facility of payment

A payment made under another *plan* may include an amount that should have been paid under this *plan*. If it does, *we* may pay that amount to the organization that made the payment. That amount will then be treated as though it were a benefit paid under this *plan*. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means a reasonable cash value of the benefits provided in the form of services.

Right of recovery

If the amount of the payments made by *us* is more than *we* should have paid under this COB provision, *we* may recover the excess from one or more of the persons *we* have paid or for whom we have paid; or any other person or organization that may be responsible for the benefits or services provided for the *covered person*. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

General coordination of benefits with Medicare

If you are covered under both Medicare and this certificate, federal law mandates that Medicare is the secondary plan in most situations. When permitted by law, this plan is the secondary plan. In all cases, coordination of benefits with Medicare will conform to federal statutes and regulations. If you are enrolled in Medicare, your benefits under this certificate will be coordinated to the extent benefits are payable under Medicare, as allowed by federal statutes and regulations.

CLAIMS

Notice of claim

Network providers will submit claims to us on your behalf. If you utilize a non-network provider for covered expenses, you may have to submit a notice of claim to us. Notice of claim must be given to us in writing or by electronic mail as required by your plan, or as soon as is reasonably possible thereafter. Notice must be sent to us at our mailing address shown on your ID card or at our website at www.humana.com.

Claims must be complete. At a minimum a claim must contain:

- Name of the *covered person*, who incurred the *covered expenses*;
- Name and address of the provider;
- Diagnosis;
- Procedure or nature of the treatment;
- Place of service;
- Date of service; and
- Billed amount.

If *you* receive services outside the United States or from a foreign provider, *you* must also submit the following information along with *your* complete claim:

- Your proof of payment to the provider for the services received outside the United States or from a foreign provider;
- Complete medical information and medical records;
- Your proof of travel outside of the United States, such as airline tickets or passport stamps, if you traveled to receive the services; and
- The foreign provider's fee schedule if the provider uses a billing agency.

The forms necessary for filing proof of loss are available at www.humana.com. When requested by you, we will send you the forms for filing proof of loss. If the requested forms are not sent to you within 15 days, you will have met the proof of loss requirements by sending us a written or electronic statement of the nature and extent of the loss containing the above elements within the time limit stated in the "Proof of loss" provision.

Proof of loss

You must give written or *electronic* proof of loss within 90 days after the date you incur such loss. Your claims will not be reduced or denied if it was not reasonably possible to give such proof within that time period.

Your claims may be reduced or denied if written or *electronic* proof of loss is not provided to *us* within one year after the date proof of loss is required, unless *your* failure to timely provide that proof of loss is due to *your* legal incapacity as determined by an appropriate court of law.

Claims processing procedures

Qualified provider services are subject to our claims processing procedures. We use our claims processing procedures to determine payment of covered expenses. Our claims processing procedures include, but are not limited to, claims processing edits and claims payment policies, as determined by us. Your qualified provider may access our claims processing edits and claims payment policies on our website at www.humana.com by clicking on "For Providers" and "Claims Resources."

Claims processing procedures include the interaction of a number of factors. The amount determined to be payable for a *covered expense* may be different for each claim because the mix of factors may vary. Accordingly, it is not feasible to provide an exhaustive description of the claims processing procedures, but examples of the most commonly used factors are:

- The complexity of a service;
- Whether a service is one of multiple same-day services such that the cost of the service to the *qualified provider* is less than if the service had been provided on a different day. For example:
 - Two or more *surgeries* performed the same day;
 - Two or more endoscopic procedures performed during the same day; or
 - Two or more therapy services performed the same day;
- Whether a *co-surgeon*, assistant surgeon, surgical assistant, or any other qualified provider, who is billing independently is involved;
- When a charge includes more than one claim line, whether any service is part of or incidental to the primary service that was provided, or if these services cannot be performed together;
- Whether the service is reasonably expected to be provided for the diagnosis reported;
- Whether a service was performed specifically for you; or
- Whether services can be billed as a complete set of services under one billing code.

We develop our claims processing procedures in our sole discretion based on our review of correct coding initiatives, national benchmarks, industry standards, and industry sources such as the following, including any successors of the same:

- *Medicare* laws, regulations, manuals, and other related guidance;
- Federal and state laws, rules and regulations, including instructions published in the Federal Register;
- National Uniform Billing Committee (NUBC) guidance including the UB-04 Data Specifications Manual:
- American Medical Association's (AMA) Current Procedural Terminology (CPT®) and associated AMA publications and services;
- Centers for Medicare & Medicaid Services' (CMS) Healthcare Common Procedure Coding System (HCPCS) and associated CMS publications and services;
- International Classification of Diseases (ICD);
- American Hospital Association's Coding Clinic Guidelines;
- Uniform Billing Editor:
- American Psychiatric Association's (APA) Diagnostic and Statistical Manual of Mental Disorders (DSM) and associated APA publications and services;

- Food and Drug Administration guidance;
- Medical and surgical specialty societies and associations;
- Industry-standard utilization management criteria and/or care guidelines;
- Our medical and pharmacy coverage policies; and
- Generally accepted standards of medical, behavioral health and dental practice based on credible scientific evidence recognized in published peer reviewed literature.

Changes to any one of the sources may or may not lead us to modify current or adopt new claims processing procedures.

Subject to applicable law, *qualified providers* who are *non-network providers* may bill *you* for any amount *we* do not pay even if such amount exceeds the allowed amount after *we* apply claims processing procedures. Any such amount paid by *you* will not apply to *your deductible* or any *out-of-pocket limit*. *You* will also be responsible for any applicable *deductible*, *copayment* or *coinsurance*.

You should discuss our claims processing edits, claims payment policies and medical or pharmacy coverage policies and their availability with any qualified provider prior to receiving any services. You or your qualified provider may access our claims processing edits and claims payment policies on our website at www.humana.com by clicking on "For Providers" and "Coverage Policies." Our medical and pharmacy coverage policies may be accessed on our website at www.humana.com under "Medical Resources" by clicking "Coverage Policies." You or your qualified provider may also call our toll-free customer service number listed on your ID card to obtain a copy of a claims processing edit, claims payment policy or coverage policy.

Other programs and procedures

We may introduce new programs and procedures that apply to your coverage under the master group contract. We may also introduce limited pilot or test programs including, but not limited to, disease management, care management, expanded accessibility, or wellness initiatives.

We reserve the right to discontinue or modify a program or procedure at any time.

Right to require medical examinations

We have the right to require a medical examination on any covered person as often as we may reasonably require. If we require a medical examination, it will be performed at our expense. We also have a right to request an autopsy in the case of death, if state law so allows.

To whom benefits are payable

If you receive services from a network provider, we will pay the provider directly for all covered expenses. You will not have to submit a claim for payment.

Benefit payments for *covered expenses* rendered by a *non-network provider* are due and owing solely to *you*. *You* are responsible for all payments to the *non-network provider*. However, *we* will pay the *non-network provider* directly if for the amount *we* owe if:

- You request we direct a payment of selected medical benefits to the health care provider on whose charge the claim is based and we consent to this request; or
- Your responsibility for the covered expenses is based off the qualified payment amount.

Any payment made directly to the *non-network provider* will not constitute the assignment of any legal obligation to the *non-network provider*.

Except as specified above, if *you* submit a claim for payment to *us*, *we* will pay *you* directly for the *covered expenses*.

You are responsible to pay all charges to the provider when we pay you directly for covered expenses.

If any *covered person* to whom benefits are payable is a minor or, in *our* opinion, not able to give a valid receipt for any payment due him or her, such payment will be made to his or her parent or legal guardian. However, if no request for payment has been made by the parent or legal guardian, *we* may, at *our* option, make payment to the person or institution appearing to have assumed his or her custody and support.

Time of payment of claims

Payments due under the *master group contract* will be paid no more than 30 days after receipt of written or *electronic* proof of loss.

Right to request overpayments

We reserve the right to recover any payments made by us that were:

- Made in error;
- Made to *you* or any party on *your* behalf, where *we* determine such payment made is greater than the amount payable under the *master group contract*;
- Made to you and/or any party on your behalf, based on fraudulent or misrepresented information; or
- Made to you and/or any party on your behalf for charges that were discounted, waived or rebated.

We reserve the right to adjust any amount applied in error to the *deductible*, *out-of-pocket limit* or *copayment limit*, if any.

Right to collect needed information

You must cooperate with us and when asked, assist us by:

• Authorizing the release of medical information including the names of all providers from whom *you* received medical attention;

- Obtaining medical information or records from any provider as requested by us;
- Providing information regarding the circumstances of your sickness, bodily injury or accident;
- Providing information about other insurance coverage and benefits, including information related to any *bodily injury* or *sickness* for which another party may be liable to pay compensation or benefits;
- Providing copies of claims and settlement demands submitted to third parties in relation to a bodily injury or sickness;
- Disclosing details of liability settlement agreements reached with third parties in relation to a *bodily injury* or *sickness*; and
- Providing information we request to administer the master group contract.

If *you* fail to cooperate or provide the necessary information, *we* may recover payments made by *us* and deny any pending or subsequent claims for which the information is requested.

Exhaustion of time limits

If we fail to complete a claim determination or appeal within the time limits set forth in the master group contract, the claim shall be deemed to have been denied, and you may proceed to the next level in the review process outlined under the "Complaint and Appeal Procedures" section of this certificate or as required by law.

Recovery rights

You as well as your dependents agree to the following, as a condition of receiving benefits under the master group contract.

Duty to cooperate in good faith

You are obligated to cooperate with us and our agents in order to protect our recovery rights. Cooperation includes promptly notifying us you may have a claim, providing us relevant information, and signing and delivering such documents as we or our agents reasonably request to secure our recovery rights. You agree to obtain our consent before releasing any party from liability for payment of medical expenses. You agree to provide us with a copy of any summons, complaint or any other process served in any lawsuit in which you seek to recover compensation for your injury and its treatment.

You will do whatever is necessary to enable *us* to enforce *our* recovery rights and will do nothing after loss to prejudice *our* recovery rights.

You agree that you will not attempt to avoid our recovery rights by designating all (or any disproportionate part) of any recovery as exclusively for pain and suffering.

In the event that *you* fail to cooperate with *us*, *we* shall be entitled to recover from *you* any payments made by *us*.

Duplication of benefits/other insurance

We will not provide duplicate coverage for benefits under the master group contract when a person is covered by us and has, or is entitled to, benefits as a result of their injuries from any other coverage including, but not limited to, first party uninsured or underinsured motorist coverage, any no-fault insurance, medical payment coverage (auto, homeowners or otherwise), Workers' Compensation settlement or awards, other group coverage (including student plans), direct recoveries from liable parties, premises medical pay or any other insurer providing coverage that would apply to pay your medical expenses, except another "plan," as defined in the "Coordination of Benefits" section (e.g., group health coverage), in which case priority will be determined as described in the "Coordination of Benefits" section.

Where there is such coverage, we will not duplicate other coverage available to you and shall be considered secondary, except where specifically prohibited. Where double coverage exists, we shall have the right to be repaid from whomever has received the overpayment from us to the extent of the duplicate coverage.

We will <u>not</u> duplicate coverage under the *master group contract* whether or not *you* have made a claim under the other applicable coverage.

When applicable, *you* are required to provide *us* with authorization to obtain information about the other coverage available, and to cooperate in the recovery of overpayments from the other coverage, including executing any assignment of rights necessary to obtain payment directly from the other coverage available.

Workers' compensation

This *master group contract* excludes coverage for *sickness* or *bodily injury* for which Workers' Compensation or similar coverage is available.

If benefits are paid by us, and we determine that the benefits were for treatment of bodily injury or sickness that arose from or was sustained in the course of, any occupation or employment for compensation, profit or gain, we have the right to recover as described below.

We shall have first priority to recover amounts we have paid and the reasonable value of services and benefits provided under a managed care agreement from any funds that are paid or payable by Workers' Compensation or similar coverage as a result of any sickness or bodily injury, and we shall not be required to contribute to attorney fees or recovery expenses under a Common Fund or similar doctrine.

Our right to recover from funds that are paid or payable by Workers' Compensation or similar coverage will apply even though:

- The Workers' Compensation carrier does not accept responsibility to provide benefits;
- There is no final determination that *bodily injury* or *sickness* was sustained in the course of, or resulted from *your* employment;
- The amount of Workers' Compensation due to medical or health care is not agreed upon or defined by *you* or the Workers' Compensation carrier; or

• Medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

As a condition to receiving benefits from *us*, *you* hereby agree, in consideration for the coverage provided by the *master group contract*, *you* will notify *us* of any Workers' Compensation claim *you* make, and *you* agree to reimburse *us* as described above. If *we* are precluded from exercising *our* recovery rights to recover from funds that are paid by Workers' Compensation or similar coverage *we* will exercise *our* right to recover against *you*.

Right of subrogation

As a condition to receiving benefits from *us*, *you* agree to transfer to *us* any rights *you* may have to make a claim, take legal action or recover any expenses paid under the *master group contract*. We will be subrogated to *your* rights to recover, to the extent that we have provided benefits for such injury, illness or other loss under the *master group contract*, from any funds paid or payable as a result of a personal injury claim or any reimbursement of expenses by:

- Any legally liable person or their carrier, including self-insured entities;
- Any uninsured motorist or underinsured motorist coverage;
- Medical payments/expense coverage under any automobile, homeowners, premises, or similar coverages;
- Workers' Compensation or other similar coverage; and
- No-fault or other similar coverage.

We may enforce our subrogation rights by asserting a claim to any coverage to which you may be entitled. We shall be entitled to recover amounts we have paid and the reasonable value of services and benefits provided under a managed care agreement from any funds that are paid or payable as a result of any sickness or bodily injury. Our subrogation right shall only apply to the extent of such payment and only to the extent not limited or precluded by law in the State whose laws govern the master group contract, including any "made whole" or similar rule.

If we are precluded from exercising our rights of subrogation, we may exercise our right of reimbursement.

Right of reimbursement

If benefits are paid under the *master group contract*, and *you* recover from any legally responsible person, their insurer, or any uninsured motorist, underinsured motorist, medical payment/expense, Workers' Compensation, no-fault, or other similar coverage, *we* have the right to recover from *you* an amount equal to the amount *we* paid and for the reasonable value of services and benefits provided under a managed care agreement. *Our* reimbursement right shall only apply to the extent of such payment and only to the extent not limited or precluded by law in the State whose laws govern the *master group contract*, including any "made whole" or similar rule.

You shall notify *us*, in writing or by *electronic mail*, within 31 days of any settlement, compromise or judgment. Any *covered person* who waives, abrogates or impairs *our* right of reimbursement or fails to comply with these obligations, relieves *us* from any obligation to pay past or future benefits or expenses until all outstanding lien(s) are resolved.

If, after the inception of coverage with *us*, *you* recover payment from and release any legally responsible person, their insurer, or any uninsured motorist, underinsured motorist, medical payment/expense, Workers' Compensation, no-fault, or other similar insurer from liability for future medical expenses relating to a *sickness* or *bodily injury*, *we* shall have a continuing right to reimbursement from *you* to the extent of the benefits *we* provided with respect to that *sickness* or *bodily injury*. This right, however, shall apply only to the extent of such payment.

The obligation to reimburse *us* in full exists, regardless of whether the settlement, compromise or judgment designates the recovery as including or excluding medical expenses.

Assignment of recovery rights

The *master group contract* contains an exclusion for *sickness* or *bodily injury*, for which there is medical payment/expenses coverage provided under any homeowner's, premises or other similar coverage.

If your claim against the other insurer is denied or partially paid, we will process your claim according to the terms and conditions of the master group contract. If payment is made by us on your behalf, you agree to assign to us the right you have against the other insurer for medical expenses we pay.

If benefits are paid under the *master group contract* and *you* recover under any homeowner's, premises or similar coverage, *we* have the right to recover from *you*, or whomever *we* have paid, an amount equal to the amount *we* paid.

Cost of legal representation

The costs of our legal representation in matters related to our recovery rights shall be borne solely by us.

The costs of legal representation incurred by *you* shall be borne solely by *you*. We shall not be responsible to contribute to the cost of legal fees or expenses incurred by *you* under any Common Fund or similar doctrine unless we were given timely notice of the claim and an opportunity to protect our own interests and we failed or declined to do so.

COMPLAINT AND APPEAL PROCEDURES

We make every effort to resolve customer dissatisfaction issues at an informal level. Our customer service representatives are available to assist you with any issue relating to your health coverage or any aspect of your health coverage or any aspect of your plan. Our customer service representatives may be reached at the number on your identification card.

Definitions

Adverse determination means a denial, reduction, or termination of, or a failure to provide or make a payment (in whole or in part) for a benefit based on:

- A determination of *your* eligibility to participate in the plan or health insurance coverage;
- A determination that the benefit is not covered;
- The imposition of a source-of-injury exclusion, network exclusion, or other limitation on otherwise covered benefits;
- A determination that a benefit is *experimental*, *investigational* or *for research purposes*, or not *medically necessary* or appropriate; or
- A *rescission* of coverage.

An adverse determination also includes claims protected under the Federal No Surprises Act.

Authorized representative means someone you have appropriately authorized to act on your behalf, including your health care provider.

Complaint means any dissatisfaction expressed to us by you or your authorized representative, about us or one of our network providers.

Experimental treatment determination means a determination by *us* or on *our* behalf, which denies in part or in full, requested services to which all of the following apply:

- The proposed treatment has been reviewed;
- Based on the information provided, a determination has been made by us or on our behalf that the services were considered experimental, investigational or for research purposes; and
- Based on the information provided, we have denied either the proposed treatment or payment for the treatment.

Expedited grievance means a grievance to which any of the following apply:

- The duration of the standard *grievance* process will result in serious jeopardy to *your* life or health, or *your* ability to regain maximum function;
- Your health care practitioner has the opinion that you are subject to severe pain that cannot be adequately managed without the care or treatment that is the subject of the grievance; or
- Your health care practitioner determined that the grievance shall be treated as an expedited grievance.

Grievance means any dissatisfaction, submitted in writing by *you* or *your authorized representative*, relating to how *we* administered any provision of service or claims practice.

COMPLAINT AND APPEAL PROCEDURES (continued)

Grievance review panel means two or more persons not involved in the initial determination, established to investigate a *grievance*, including:

- One person authorized to take corrective action on the *grievance*;
- One covered person other than the grievant, if available.

Independent Review Organization (IRO) means an organization of medical professionals with no connection to *your* health plan, qualified to review *your* dispute.

Filing a complaint

If you have a complaint about us or our network providers, please call our Customer Service Department as soon as possible. The toll-free number is identified on your identification card. Most problems may be resolved quickly in this manner. At any time, you may file a grievance as described below.

You may also contact the Office of the Commissioner of Insurance, a state agency that enforces Wisconsin's insurance laws, and file a *complaint*, at any time. You have the right to contact the Office of the Commissioner of Insurance by writing to:

State of Wisconsin Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873

You can file a complaint online at oci.wi.gov or *you* can also call 1-800-236-8517 outside of Madison, or 266-0103 in Madison, and request a Complaint Form.

Filing a grievance

If you are dissatisfied with our determination of your claim, you may appeal the decision. You should appeal in writing to the address given on the denial letter you received or to us at the following address:

Grievance and Appeal Department P.O. Box 14546 Lexington, KY 40512-4546

Internal grievance review process

A *grievance* can be submitted to *us* at any time. We will acknowledge the receipt of *your grievance* within five business days.

COMPLAINT AND APPEAL PROCEDURES (continued)

A grievance review panel will be convened to investigate the grievance. When appropriate, the grievance review panel will include or consult with, a health care practitioner with expertise in the field related to the grievance involving a clinical issue. You will be notified in writing of the time and place of the grievance meeting at least seven calendar days before the meeting. You or your authorized representative may appear in person before the grievance review panel, or by teleconference, to present written or oral information. You or your authorized representative may submit written questions to the person or persons responsible for making the determination that resulted in the adverse determination.

You will be notified in writing of a final determination within 30 calendar days of receipt of the *grievance*. For post-service adverse determination, the time period may be extended an additional 30 calendar days to accommodate *your* or *your authorized representative's* availability at the *grievance* meeting.

A letter signed by a voting member of the *grievance review panel* and including a written description of the position titles of panel members involved in making a decision will explain the resolution of the *grievance* and the right to request a further review, if applicable.

Internal expedited grievance review process

We will accept requests for an expedited grievance review, in writing or orally. If the grievance qualifies for an expedited grievance review, we will notify you verbally of the resolution within 72 hours of receipt of the grievance. A written confirmation of the resolution will be sent within three calendar days.

External independent review organization process

If you disagree with the outcome of our grievance decision you, or your authorized representative have the right to request an external review by an Independent Review Organization (IRO) if the grievance involves an experimental treatment determination, medically necessary determination, or rescission of coverage, or a claim protected under the Federal No Surprises Act.

You or your authorized representative must have exhausted the internal grievance process before requesting an external review by an IRO. If you or your authorized representative wish to file a request for an external review, the request must be submitted in writing to the address listed below and received within four months or the next business day followed the four month period from the receipt of the adverse determination. For claims protected under the Federal No Surprises Act, refer to our decision letter for instructions on how to request an external review.

Grievance and Appeal Department P.O. Box 11268 Green Bay, WI 54307-1268

Within five business days of *our* receipt of the request, an *IRO* will be assigned to *your* case through an unbiased rotating selection process. The assigned *IRO* will send *you* or *your authorized representative* a notice of acceptance which will include notice of the right to submit additional information within ten business days of receipt of the notice from the *IRO*. The assigned *IRO* will also deliver a notice of the final external review decision in writing to *you*, *your authorized representative*, and *us* within 45 days of their receipt of the request.

COMPLAINT AND APPEAL PROCEDURES (continued)

Should the *IRO* find in *your* or *your authorized representative's* favor in whole or in part, *we* will take the necessary actions to ensure the implementation of the *IRO* decision.

Request for an expedited review by an external independent review organization

An external expedited review is a review involving cases where the normal duration of the external independent review process would jeopardize a *covered person's* life, health or ability to regain maximum function. This request should be submitted to *us* immediately.

The IRO must provide a decision to you or your authorized representative and to us within 72 hours of receipt of the request.

Once the *IRO* makes a final coverage decision, the final coverage decision is binding on *us* and *we* will take the necessary actions to ensure the implementation of the *IRO* decision.

Legal actions and limitations

No legal action to recover on the *master group contract* may be brought until 60 days after written proof of loss has been given in accordance with the "Proof of loss" provision of the *master group contract*.

No legal action to recover on the *master group contract* may be brought after one year from the date written proof of loss is required to be given.

DISCLOSURE PROVISIONS

Employee assistance program

We may provide you access to an employee assistance program (EAP). The EAP may include confidential, telephonic consultations and work-life services. The EAP provides you with short-term, problem solving services for issues that may otherwise affect your work, personal life or health. The EAP is designed to provide you with information and assistance regarding your issue and may also assist you with finding a medical provider or local community resource.

The services provided by the EAP are not covered expenses under the master group contract, therefore the copayments, deductible or coinsurance do not apply. However, there may be additional costs to you, if you obtain services from a professional or organization the EAP has recommended or has referred you to. The EAP does not provide medical care. You are not required to participate in the EAP before using your benefits under the master group contract, and the EAP services are not coordinated with covered expenses under the master group contract. The decision to participate in the EAP is voluntary, and you may participate at any time during the year. Refer to the marketing literature for additional information.

Discount programs

From time to time, we may offer or provide access to discount programs to you. In addition, we may arrange for third party service providers such as pharmacies, optometrists, dentists and alternative medicine providers to provide discounts on goods and services to you. Some of these third party service providers may make payments to us when covered persons take advantage of these discount programs. These payments offset the cost to us of making these programs available and may help reduce the costs of your plan administration. Although we have arranged for third parties to offer discounts on these goods and services, these discount programs are not covered expenses under the master group contract. The third party service providers are solely responsible to you for the provision of any such goods and/or services. We are not responsible for any such goods and/or services, nor are we liable if vendors refuse to honor such discounts. Further, we are not liable to covered persons for the negligent provision of such goods and/or services by third party service providers. Discount programs may not be available to persons who "opt out" of marketing communications and where otherwise restricted by law.

Wellness programs

From time to time we may offer directly, or enter into agreements with third parties who administer participatory or health-contingent wellness programs to you.

"Participatory" wellness programs do not require *you* to meet a standard related to a health factor. Examples of participatory wellness programs may include, but are not limited to, membership in a fitness center, certain preventive testing, or attending a no-cost health education seminar.

"Health-contingent" wellness programs require *you* to attain certain wellness goals that are related to a health factor. Examples of health contingent wellness programs may include, but are not limited to, completing a 5k event, lowering blood pressure or ceasing the use of tobacco.

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DISCLOSURE PROVISIONS (continued)

The rewards may include, but are not limited to, payment for all or a portion of a participatory wellness program, merchandise, gift cards, debit cards, discounts or contributions to *your* health spending account. *We* are not responsible for any rewards provided by third parties that are non-insurance benefits or for *your* receipt of such reward(s).

The rewards may also include, but are not limited to, discounts or credits toward premium or a reduction in *copayments*, *deductibles* or *coinsurance*, as permitted under applicable state and federal laws. Such insurance premium or benefit rewards may be made available at the individual or *group* health plan level.

The rewards may be taxable income. You may consult a tax advisor for further guidance.

Our agreement with any third party does not eliminate any of your obligations under this master group contract or change any of the terms of this master group contract. Our agreement with the third parties and the program may be terminated at any time, although insurance benefits will be subject to applicable state and federal laws.

We are committed to helping you achieve your best health. Some wellness programs may be offered only to covered persons with particular health factors. If you think you might be unable to meet a standard for a reward under a health contingent wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact us at the number listed on your ID card or in the marketing literature issued by the wellness program administrator for more information.

The wellness program administrator or we may require proof in writing from your health care practitioner that your medical condition prevents you from taking part in the available activities.

The decision to participate in wellness program activities is voluntary and if eligible, *you* may decide to participate anytime during the *year*. Refer to the marketing literature issued by the wellness program administrator for their program's eligibility, rules and limitations.

Shared savings program

As a *covered person* under the health benefit plan, *you* may obtain services from *network providers* who participate in the Point of Service network *or non-network providers* who do not participate in the Point of Service network. If *you* choose a *network provider*, *your* out-of-pocket expenses are normally lower than if *you* choose a *non-network provider*.

If you choose to obtain services from a non-network provider, the services may be eligible for a discount to you under the Shared Savings Program. It is not necessary for you to inquire in advance about services that may be discounted. When processing your claim, we will automatically determine if the services are subject to Shared Savings Program and calculate your deductible and coinsurance on the discounted amount. Whether the services are subject to the Shared Savings Program is at our discretion, and we apply the discounts in a non-discriminatory manner. Your Explanation of Benefits statement will reflect any savings with a remark code that the services have been discounted. We cannot guarantee that services rendered by non-network providers will be discounted. The non-network provider discounts in the Shared Savings Program may not be as favorable as network provider discounts.

DISCLOSURE PROVISIONS (continued)

If you would like to inquire in advance to determine if services rendered by a non-network provider may be subject to the Shared Savings Program, please contact our customer service department at the telephone number shown on your ID card. Provider arrangements in the Shared Savings Program are subject to change without notice. We cannot guarantee that the services you receive from a non-network provider are still subject to the Shared Savings Program at the time services are received. Discounts are dependent upon availability and cannot be guaranteed.

We reserve the right to modify, amend or discontinue the Shared Savings Program at any time.



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MISCELLANEOUS PROVISIONS

Entire contract

The entire contract is made up of the *master group contract*, the Employer Group Application of the *group plan sponsor*, incorporated by reference herein, and the applications or enrollment forms, if any, of the *covered persons*. All statements made by the *group plan sponsor* or by a *covered person* are considered to be representations, not warranties. This means that the statements are made in good faith. No statement will void the *master group contract*, reduce the benefits it provides or be used in defense to a claim unless it is contained in a written or *electronic* application or enrollment form and a copy is furnished to the person making such statement or his or her beneficiary.

Additional group plan sponsor responsibilities

In addition to responsibilities outlined in the *master group contract*, the *group plan sponsor* is responsible for:

- Collection of premium; and
- Distributing and providing covered persons access to:
 - Benefit plan documents and the Summary of Benefits and Coverage (SBC);
 - Renewal notices and *master group contract* modification information;
 - Discontinuance notices: and
 - Information regarding continuation rights.

No group plan sponsor may change or waive any provision of the master group contract.

Certificates

A *certificate* setting forth the benefits available to the *employee* and the *employee's* covered *dependents* will be available at www.humana.com or in writing when requested. The *employer* is responsible for providing *employees* access to the *certificate*.

No document inconsistent with the *master group contract* shall take precedence over it. This is true, also, when the *certificate* is incorporated by reference into a summary description of plan benefits by the administrator of a group plan subject to ERISA. If the terms of a summary plan description differ with the terms of this *certificate*, the terms of this *certificate* will control.

Incontestability

No misstatement made by the *group plan sponsor*, except for fraud or an intentional misrepresentation of a material fact made in the application, may be used to void the *master group contract*.

After you are covered without interruption for two years, we cannot contest the validity of your coverage, except for:

- Nonpayment of premiums; or
- Any fraud or intentional misrepresentation of a material fact made by you.

MISCELLANEOUS PROVISIONS (continued)

At any time, we may assert defenses based upon provisions in the master group contract which relate to your eligibility for coverage under the master group contract.

No statement made by *you* can be contested unless it is in a written or *electronic* form signed by *you*. A copy of the form must be given to *you* or *your* beneficiary.

An independent incontestability period begins for each type of change in coverage or when a new application or enrollment form of the *covered person* is completed.

Fraud

Health insurance fraud is a criminal offense that can be prosecuted. Any person(s) who willingly and knowingly engages in an activity intended to defraud *us*, by filing a claim or form that contains a false or deceptive statement, may be guilty of insurance fraud.

If you commit fraud against us or your employer commits fraud pertaining to you against us, as determined by us, we reserve the right to rescind your coverage after we provide you a 30 calendar day advance written notice that coverage will be rescinded. You have the right to appeal the rescission.

Clerical error or misstatement

If it is determined that information about a *covered person* was omitted or misstated in error, an adjustment may be made in premiums and/or coverage in effect. This provision applies to *you* and to *us*.

Modification of master group contract

The *master group contract* may be modified by *us*, upon renewal of the *master group contract*, as permitted by state and federal law. The *group plan sponsor* will be notified in writing or *electronically* at least 60 days prior to the effective date of the change.

The *master group contract* may be modified by agreement between *us* and the *group plan sponsor* without the consent of any *covered person* or any beneficiary. No modification will be valid unless approved by *our* President, Secretary or Vice-President. The approval must be endorsed on or attached to the *master group contract*. No agent has authority to modify the *master group contract*, or waive any of the *master group contract* provisions, to extend the time of premium payment, or bind *us* by making any promise or representation.

Corrections due to clerical errors or clarifications that do not change benefits are not modifications of the *master group contract* and may be made by *us* at any time without prior consent of, or notice to, the *group plan sponsor*.

MISCELLANEOUS PROVISIONS (continued)

Discontinuation of coverage

If we decide to discontinue offering a particular group health plan:

- The *group plan sponsor* and the *employees* will be notified of such discontinuation at least 90 days prior to the date of discontinuation of such coverage; and
- The *group plan sponsor* will be given the option to purchase all (or, in the case of a large *employer*, any) other group plans providing medical benefits that are being offered by *us* at such time.

If we cease doing business in the *small employer* or the large *employer* group market, the *group plan sponsors*, *covered persons* and the Commissioner of Insurance will be notified of such discontinuation at least 180 days prior to the date of discontinuation of such coverage.

Premium contributions

Your employer must pay the required premium to us as they become due. Your employer may require you to contribute toward the cost of your coverage. Failure of your employer to pay any required premium to us when due may result in the termination of your coverage.

Premium rate change

We reserve the right to change any premium rates in accordance with applicable law upon notice to the *employer*. We will provide notice to the *employer* of any such premium changes. Questions regarding changes to premium rates should be addressed to the *employer*.

Assignment

The *master group contract* and its benefits may not be assigned by the *group plan sponsor*.

Emergency declarations

We may alter or waive the requirements of the master group contract as a result of a state or federal emergency declaration including, but not limited to:

- Prior authorization or preauthorization requirements;
- Prescription quantity limits; and
- Your copayment, deductible and/or coinsurance.

We have the sole authority to waive any master group contract requirements in response to an emergency declaration.

Conformity with statutes

Any provision of the *master group contract* which is not in conformity with applicable state law(s) or other applicable law(s) shall not be rendered invalid, but shall be construed and applied as if it were in full compliance with the applicable state law(s) and other applicable law(s).

GLOSSARY

Terms printed in italic type in this *certificate* have the meaning indicated below. Defined terms are printed in italic type wherever found in this *certificate*.

A

Accident means a sudden event that results in a *bodily injury* or *dental injury* and is exact as to time and place of occurrence.

Active status means the *employee* is performing all of his or her customary duties, whether performed at the *employer's* business establishment, some other location which is usual for the *employee's* particular duties or another location, when required to travel on the job:

- On a regular *full-time* basis or for the number of hours per week determined by the *group plan sponsor*;
- For 48 weeks a year; and
- Is maintaining a bona fide *employer-employee* relationship with the *group plan sponsor* of the *master group contract* on a regular basis.

Each day of a regular vacation and any regular non-working holiday are deemed *active status*, if the *employee* was in *active status* on his or her last regular working day prior to the vacation or holiday. An *employee* is deemed to be in *active status* if an absence from work is due to a *sickness* or *bodily injury*, provided the individual otherwise meets the definition of *employee*.

Acute inpatient services mean care given in a hospital or health care treatment facility which:

- Maintains permanent full-time facilities for room and board of resident patients;
- Provides emergency, diagnostic and therapeutic services with a capability to provide life-saving medical and psychiatric interventions;
- Has physician services, appropriately licensed behavioral health practitioners and skilled nursing services available 24-hours a day;
- Provides direct daily involvement of the physician; and
- Is licensed and legally operated in the jurisdiction where located.

Acute inpatient services are utilized when there is an immediate risk to engage in actions, which would result in death or harm to self or others, or there is a deteriorating condition in which an alternative treatment setting is not appropriate.

Admission means entry into a facility as a registered bed patient according to the rules and regulations of that facility. An *admission* ends when *you* are discharged, or released, from the facility and are no longer registered as a bed patient.

Advanced imaging, for the purpose of this definition, includes Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Positron Emission Tomography (PET), Single Photon Emission Computed Tomography (SPECT), and Computed Tomography (CT) imaging.

Alternative medicine, for the purposes of this definition, includes, but is not limited to: acupressure, aromatherapy, ayurveda, biofeedback, faith healing, guided mental imagery, herbal supplements and medicine, holistic medicine, homeopathy, hypnosis, macrobiotics, massage therapy, naturopathy, ozone therapy, reflexotherapy, relaxation response, rolfing, shiatsu, yoga, and chelation therapy.

Air ambulance means a professionally operated helicopter or airplane, provided by a licensed ambulance service, equipped for the transportation of a sick or injured person to or from the nearest medical facility qualified to treat the person's sickness or bodily injury. Use of the air ambulance must be medically necessary. When transporting the sick or injured person from one medical facility to another, the air ambulance must be ordered by a health care practitioner.

Ambulance means a professionally operated vehicle, provided by a licensed ambulance service, equipped for the transportation of a sick or injured person to or from the nearest medical facility qualified to treat the person's sickness or bodily injury. Use of the ambulance must be medically necessary. When transporting the sick or injured person from one medical facility to another, the ambulance must be ordered by a health care practitioner.

Ambulatory surgical center means an institution which meets all of the following requirements:

- It must be staffed by physicians and a medical staff which includes registered nurses.
- It must have permanent facilities and equipment for the primary purpose of performing surgery.
- It must provide continuous physicians' services on an *outpatient* basis.
- It must admit and discharge patients from the facility within a 24-hour period.
- It must be licensed in accordance with the laws of the jurisdiction where it is located. It must be operated as an *ambulatory surgical center* as defined by those laws.
- It must not be used for the primary purpose of terminating pregnancies, or as an office or clinic for the private practice of any physician or dentist.

Ancillary services mean covered expenses that are:

- Items or services related to emergency medicine, anesthesiology, pathology, radiology, or neonatology;
- Provided by assistant surgeons, hospitalists or intensivists;
- Diagnostic laboratory or radiology services; and
- Items or services provided by a *non-network provider* when a *network provider* is not available to provide the services at a *network facility*.

Assistant surgeon means a health care practitioner who assists at surgery and is a Doctor of Medicine (MD), Doctor of Osteopathic Medicine (DO), Doctor of Podiatric Medicine (DPM) or where state law requires a specific health care practitioner be treated and reimbursed the same as an MD, DO or DPM.

Autism spectrum disorder means any of the following:

- Autism disorder;
- Asperger's syndrome; or
- Pervasive development disorder as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association.

R

Behavioral health means mental health services and chemical dependency services.

Birthing center means a *free-standing facility* that is specifically licensed to perform uncomplicated pregnancy care, delivery and immediate care after delivery for a *covered person*.

Bodily injury means bodily damage other than a *sickness*, including all related conditions and recurrent symptoms. However, bodily damage resulting from infection or muscle strain due to athletic or physical activity is considered a *sickness* and not a *bodily injury*.

C

Certificate means this benefit plan document that describes the benefits, provisions and limitations of the *master group contract*. This *certificate* is part of the *master group contract* and is subject to the terms of the *master group contract*.

Chemical dependency means the abuse of, or psychological or physical dependence on, or addiction to alcohol or a controlled substance.

Cochlear implant means any implantable instrument or device that is designed to enhance hearing.

Coinsurance means the amount expressed as a percentage of the covered expense that you must pay.

Confinement or **confined** means you are a registered bed patient as the result of a *health care* practitioner's recommendation. It does <u>not</u> mean you are in observation status.

Congenital anomaly means an abnormality of the body that is present from the time of birth.

Copayment means the specified dollar amount you must pay to a provider for covered expenses, regardless of any amounts that may be paid by us.

Co-surgeon means one of two or more *health care practitioners* furnishing a single *surgery* which requires the skill of multiple surgeons each in a different specialty, performing parts of the same *surgery* simultaneously.

Cosmetic surgery means *surgery* performed to reshape normal structures of the body in order to improve or change *your* appearance or self-esteem.

Court-ordered means involuntary placement in *behavioral health* treatment as a result of a judicial directive.

Covered expense means:

- Medically necessary services to treat a sickness or bodily injury, such as:
 - Procedures;
 - Surgeries;
 - Consultations;
 - Advice;
 - Diagnosis;
 - Referrals;
 - Treatment;
 - Supplies;
 - Drugs, including prescription and specialty drugs;
 - Devices; or
 - Technologies;

- Preventive services;
- Pediatric dental services; or
- Pediatric vision care.

To be considered a *covered expense*, services must be:

- Ordered by a *health care practitioner*;
- Authorized or prescribed by a qualified provider;
- Provided or furnished by a qualified provider;
- For the benefits described herein, subject to any maximum benefit and all other terms, provisions, limitations, and exclusions of the *master group contract*; and
- Incurred when *you* are insured for that benefit under the *master group contract* on the date that the service is rendered.

Covered person means the *employee* or the *employee's dependents*, who are enrolled for benefits provided under the *master group contract*.

Custodial care means services given to *you* if:

- You need services including, but not limited to, assistance with dressing, bathing, preparation and feeding of special diets, walking, supervision of medication which is ordinarily self-administered, getting in and out of bed, and maintaining continence;
- The services you require are primarily to maintain, and not likely to improve, your condition; or
- The services involve the use of skills which can be taught to a layperson and do not require the technical skills of a *nurse*.

Services may still be considered *custodial care* by us even if:

- You are under the care of a health care practitioner;
- The health care practitioner prescribed services are to support or maintain your condition; or
- Services are being provided by a *nurse*.

D

Deductible means the amount of *covered expenses* that *you*, either individually or combined as a covered family, must pay per *year* before *we* pay benefits for certain specified *covered expenses*. Any amount *you* pay exceeding the *maximum allowable fee* is not applied to the individual or family *deductibles*.

Dental injury means an injury to a *sound natural tooth* caused by a sudden and external force that could not be predicted in advance and could not be avoided. It does not include biting or chewing injuries, unless the biting or chewing injury is a result of an act of domestic violence or a medical condition (including both physical and mental health conditions).

Dentist means an individual, who is duly licensed to practice dentistry or perform *oral surgery* and is acting within the lawful scope of his or her license.

Dependent means a covered *employee's*:

• Legally recognized spouse or *domestic partner*;

- Natural born child, step-child, legally adopted child, or child placed for adoption, whose age is less than the limiting age;
- Grandchild, as long as the parent of the child is under 18 years of age and is covered under the *master group contract* as the *employee's* covered *dependent*; or
- Child whose age is less than the limiting age and for whom the *employee* has received a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) to provide coverage, if the *employee* is eligible for family coverage until:
 - Such QMCSO or NMSN is no longer in effect; or
 - The child is enrolled for comparable health coverage, which is effective no later than the termination of the child's coverage under the *master group contract*.
- *Domestic partner's* natural born child, step-child, legally adopted child, or child placed for adoption whose age is less than the limiting age;

The *domestic partner's* child cannot qualify as a *dependent* prior to the *employee's domestic partner* becoming a qualified *dependent*.

Except as stated above, *dependent* does not mean a grandchild, great grandchild or foster child, including where the grandchild, great grandchild or foster child meets all of the qualifications of a dependent as determined by the Internal Revenue Service.

The limiting age means the end of month the *dependent* child attains age 27. Each *dependent* child is covered to the limiting age, regardless if the child is:

- Married;
- A tax dependent;
- A student;
- Employed;
- Residing with or receiving financial support from you;
- Eligible for other coverage through employment; or
- Residing or working outside of the *service area*.

Coverage will continue for a *dependent* child provided the *dependent* child:

Was under age 27 when first called to federal active duty in the national guard or in a reserve
component of the U.S. armed forces while attending college on a full-time basis at an accredited
education institution, and is enrolled in sufficient course credits to maintain full-time status as
defined by the school. Full-time status includes periods of regular vacation established by the
school if the *dependent* child continues to be a full-time student immediately following such
vacation period;

- Applied to an institution of higher education within 12 months from the date the *dependent* child fulfilled his or her active duty obligation; and
- Is unmarried; and
- Is not eligible for coverage under a group health plan that is offered by the *dependent* child's employer and for which the amount of the child's premium contribution is no greater than the premium amount for coverage as a *dependent* under this *certificate*.

Provided the criteria above is met, a covered *dependent* child will continue to be eligible for coverage for up to four months following the close of a school term if enrolled as a full-time student for the following school term.

A *dependent* child, who takes a *medically necessary leave of absence* from an accredited educational institution while in full-time status, will continue to be eligible for coverage until the earlier of the following:

- Up to one year after the first day of the medically necessary leave of absence; or
- The date coverage would otherwise terminate under this *certificate*.

We must receive written certification from the dependent child's health care practitioner that the dependent child has a serious bodily injury or sickness requiring a medically necessary leave of absence.

A covered *dependent* child, who attains the limiting age while covered under the *master group contract*, remains eligible if the covered *dependent* child is:

- Mentally or physically handicapped; and
- Incapable of self-sustaining employment.

In order for the covered *dependent* child to remain eligible as specified above, *we* must receive notification within 31 days prior to the covered *dependent* child attaining the limiting age.

You must furnish satisfactory proof to us, upon our request, that the conditions, as defined in the bulleted items above, continuously exist on and after the date the limiting age is reached. After two years from the date the first proof was furnished, we may not request such proof more often than annually. If satisfactory proof is not submitted to us, the child's coverage will not continue beyond the last date of eligibility.

Diabetes equipment means blood glucose monitors, including monitors designed to be used by blind individuals; insulin pumps and associated accessories; insulin infusion devices; and podiatric appliances for the prevention of complications associated with diabetes.

Diabetes self-management training means the training provided to a *covered person* after the initial diagnosis of diabetes for care and management of the condition including nutritional counseling and use of *diabetes equipment* and supplies. It also includes training when changes are required to the self-management regime and when new techniques and treatments are developed.

Diabetes supplies means test strips for blood glucose monitors; visual reading and urine test strips; lancets and lancet devices; insulin and insulin analogs; injection aids; syringes; prescriptive agents for controlling blood sugar levels; prescriptive non-insulin injectable agents for controlling blood sugar levels; glucagon emergency kits; and alcohol swabs.

Distant site means the location of a health care practitioner at the time a telehealth or telemedicine service is provided.

Domestic partner means an individual of the same or opposite gender, who resides with the covered *employee* in a long-term relationship of indefinite duration; and, there is an exclusive, mutual commitment in which the partners agree to be jointly responsible for each other's common welfare and share financial obligations. We will allow coverage for only <u>one domestic partner</u> of the covered *employee* at any one time. The *employee* and *domestic partner* must each be at a minimum 18 years of age, competent to contract, and not related by blood to a degree of closeness which would prohibit legal marriage in the state in which the *employee* and *domestic partner* both legally reside. We reserve the right to require an affidavit from the *employee* and *domestic partner* attesting that the domestic partnership has existed for a minimum period of 12 months and, periodically thereafter, to require proof that the *domestic partner* relationship continues to exist.

Durable medical equipment means equipment that meets all of the following criteria:

- It is prescribed by a health care practitioner;
- It can withstand repeated use;
- It is primarily and customarily used for a medical purpose rather than being primarily for comfort or convenience;
- It is generally not useful to you in the absence of sickness or bodily injury;
- It is appropriate for home use or use at other locations as necessary for daily living;
- It is related to and meets the basic functional needs of your physical disorder;
- It is not typically furnished by a hospital or skilled nursing facility; and
- It is provided in the most cost effective manner required by *your* condition, including, at *our* discretion, rental or purchase.

 \mathbf{E}

Effective date means the date your coverage begins under the master group contract.

Electronic or *electronically* means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

Electronic mail means a computerized system that allows a user of a network computer system and/or computer system to send and receive messages and documents among other users on the network and/or with a computer system.

Electronic signature means an electronic sound, symbol or process attached to, or logically associated with, a record and executed or adopted by a person with the intent to sign the record.

Eligibility date means the date the *employee* or *dependent* is eligible to participate in the plan.

Emergency care means services provided in an emergency facility for an *emergency medical condition*.

Emergency care does <u>not</u> mean services for the convenience of the covered person or the provider of treatment or services.

Emergency medical condition means a *bodily injury* or *sickness* manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of that individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- Serious impairment of bodily functions; or
- Serious dysfunction of any bodily organ or part.

Employee means a person, who is in *active status* for the *employer* on a *full-time* basis. The *employee* must be paid a salary or wage by the *employer* that meets the minimum wage requirements of *your* state or federal minimum wage law for work done at the *employer*'s usual place of business or some other location which is usual for the *employee*'s particular duties.

Employee also includes a sole proprietor, partner or corporate officer, where:

- The *employer* is a sole proprietorship, partnership or corporation;
- The sole proprietorship or other entity (other than a partnership) has at least one common-law employee (other than the business owner and his or her spouse); and
- The sole proprietor, partner or corporate officer is actively performing activities relating to the business, gains their livelihood from the sole proprietorship, partnership or corporation and is in an *active status* at the *employer's* usual place of business or some other location, which is usual for the sole proprietor's, partner's or corporate officer's particular duties.

If specified on the Employer Group Application and approved by *us*, *employee* also includes retirees of the *employer*. A retired *employee* is not required to be in *active status* to be eligible for coverage under the *master group contract*.

Employer means the sponsor of this *group* plan or any subsidiary or affiliate described in the Employer Group Application. An *employer* must either employ at least one common-law employee or be a partnership with a bona fide partner who provides services on behalf of the partnership. A business owner and his or her spouse are not considered common-law employees for this purpose if the entity is considered to be wholly owned by one individual or one individual and his or her spouse.

Endodontic services mean the following dental procedures, related tests or treatment and follow-up care:

- Root canal therapy and root canal fillings;
- Periradicular surgery;
- Apicoectomy;
- Partial pulpotomy; or
- Vital pulpotomy.

Evidence-based means therapy, service and treatment that is based upon medical and scientific evidence and is determined to be an efficacious treatment or strategy and is prescribed to improve the *covered person's* condition or to achieve social, cognitive, communicative, self-care or behavioral goals that are clearly defined within the *covered person's* treatment plan.

Experimental, investigational or for research purposes means a drug, biological product, device, treatment, or procedure that meets any one of the following criteria, as determined by *us*:

- Cannot be lawfully marketed without the final approval of the United States Food and Drug Administration (FDA) and lacks such final FDA approval for the use or proposed use, unless (a) found to be accepted for that use in the most recently published edition of the United States Pharmacopeia-Drug Information for Healthcare Professional (USP-DI) or in the most recently published edition of the American Hospital Formulary Service (AHFS) Drug Information; (b) identified as safe, widely used and generally accepted as effective for that use as reported in nationally recognized peer reviewed medical literature published in the English language as of the date of service; or (c) is mandated by state law;
- Is a device required to receive Premarket Approval (PMA) or 510K approval by the FDA but has not received a PMA or 510K approval;
- Is not identified as safe, widely used and generally accepted as effective for the proposed use as reported in nationally recognized peer reviewed medical literature published in the English language as of the date of service:
- Is the subject of a National Cancer Institute (NCI) Phase I, II or III trial or a treatment protocol comparable to a NCI Phase I, II or III trial, or any trial not recognized by NCI regardless of phase; or
- Is identified as not covered by the Centers for Medicare & Medicaid Services (CMS) Medicare Coverage Issues Manual, a CMS Operational Policy Letter or a CMS National Coverage Decision, except as required by state or federal law.

F

Family member means *you* or *your* spouse or *domestic partner*. It also means *your* or *your* spouse's or *domestic partner's* child, brother, sister, or parent.

Free-standing facility means any licensed public or private establishment other than a *hospital*, which has permanent facilities equipped and operated to provide laboratory and diagnostic laboratory, *outpatient* radiology, *advanced imaging*, chemotherapy, inhalation therapy, radiation therapy, lithotripsy, physical, cardiac, speech and occupational therapy, or renal dialysis services.

Full-time, for an *employee*, means a work week of the number of hours determined by the *group plan sponsor*.

Functional impairment means a direct and measurable reduction in physical performance of an organ or body part.

G

Group means the persons for whom this health coverage has been arranged to be provided.

Group plan sponsor means the legal entity identified as the *group plan sponsor* on the face page of the *master group contract* or "Certificate of Coverage" who establishes, sponsors and endorses an employee benefit plan for health care coverage.

H

Habilitative services mean health care services and devices that help a person keep, learn or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

Health care practitioner means a practitioner professionally licensed by the appropriate state agency to provide *preventive services* or diagnose or treat a *sickness* or *bodily injury* and who provides services within the scope of that license.

Health care treatment facility means a facility, institution or clinic, duly licensed by the appropriate state agency to provide medical services or *behavioral health* services, and is primarily established and operating within the scope of its license.

Health insurance coverage means medical coverage under any hospital or medical service policy or certificate, hospital or medical service plan contract or health maintenance organization (HMO) contract offered by a health insurance issuer. "Health insurance issuer" means an insurance company, insurance service or insurance organization (including an HMO) that is required to be licensed to engage in the business of insurance in a state and that is subject to the state law that regulates insurance.

Health status-related factor means any of the following:

- Health status or medical history;
- Medical condition, either physical or mental;
- Claims experience:
- Receipt of health care;
- Genetic information;
- Disability; or
- Evidence of insurability, including conditions arising out of acts of domestic violence.

Hearing aid means any externally wearable, non-disposable instrument or device designed to aid or compensate for impaired hearing, including any parts, attachments, or accessories (excluding batteries and cords).

Home health care agency means a *home health care agency* or *hospital*, which meets all of the following requirements:

- It must primarily provide skilled nursing services and other therapeutic services under the supervision of physicians or registered nurses;
- It must be operated according to established processes and procedures by a group of medical professionals, including *health care practitioners* and *nurses*;
- It must maintain clinical records on all patients; and
- It must be licensed by the jurisdiction where it is located, if licensure is required. It must be operated according to the laws of that jurisdiction which pertains to agencies providing home health care.

Home health care plan means a plan of care and treatment for *you* to be provided in *your* home. To qualify, the *home health care plan* must be established and approved by a *health care practitioner*. The services to be provided by the plan must require the skills of a *nurse*, or another *health care practitioner* and must not be for *custodial care*.

Hospice care program means a coordinated, interdisciplinary program provided by a hospice that is designed to meet the special physical, psychological, spiritual and social needs of a terminally ill covered person and his or her immediate covered family members, by providing palliative care and supportive medical, nursing and other services through at-home or inpatient care. A hospice must be licensed by the laws of the jurisdiction where it is located and must be operated as a hospice as defined by those laws. It must provide a program of treatment for at least two unrelated individuals who have been medically diagnosed as having no reasonable prospect for cure for their sickness and, as estimated by their physicians, are expected to live 18 months or less as a result of that sickness.

Hospital means an institution that meets all of the following requirements:

- It must provide, for a fee, medical care and treatment of sick or injured patients on an *inpatient* basis:
- It must provide or operate, either on its premises or in facilities available to the *hospital* on a pre-arranged basis, medical, diagnostic, and surgical facilities;
- Care and treatment must be given by and supervised by physicians. Nursing services must be provided on a 24-hour basis and must be given by or supervised by registered nurses;
- It must be licensed by the laws of the jurisdiction where it is located. It must be operated as a *hospital* as defined by those laws; and
- It must <u>not</u> be primarily a:
 - Convalescent, rest or nursing home; or
 - Facility providing custodial, educational or rehabilitative care.

The *hospital* must be accredited by one of the following:

- The Joint Commission on the Accreditation of Hospitals;
- The American Osteopathic Hospital Association; or
- The Commission on the Accreditation of Rehabilitative Facilities.

I

Immune effector cell therapy means immune cells or other blood products that are engineered outside of the body and infused into a patient. *Immune effector cell therapy* may include acquisition, integral chemotherapy components and engineered immune cell infusion.

Infertility services mean any treatment, supply, medication, or service provided to achieve pregnancy or to achieve or maintain ovulation. This includes, but is not limited to:

- Artificial insemination:
- In vitro fertilization;
- Gamete Intrafallopian Transfer (GIFT);
- Zygote Intrafallopian Transfer (ZIFT);
- Tubal ovum transfer;
- Embryo freezing or transfer;
- Sperm storage or banking;
- Ovum storage or banking;
- Embryo or zygote banking; and
- Any other assisted reproductive techniques or cloning methods.

Inpatient means you are confined as a registered bed patient.

Intensive level services means an evidence-based behavioral therapy that is designed to help a covered person with autism spectrum disorder overcome with cognitive, social, and behavioral deficits associated with that disorder. Intensive level services also means evidence-based behavioral therapies that are directly based on, and related to, a covered person's therapeutic goals and skills as prescribed by a physician familiar with the covered person. Intensive level services may include evidence-based speech therapy and occupational therapy provide by a qualified therapist when such therapy is based on, or related to, a covered person's therapeutic goals and skills, and is concomitant with evidence-based behavioral therapy.

Intensive outpatient program means *outpatient* services providing:

- Group therapeutic sessions greater than one hour a day, three days a week;
- Behavioral health therapeutic focus;
- Group sessions centered on cognitive behavioral constructs, social/occupational/educational skills development and family interaction;
- Additional emphasis on recovery strategies, monitoring of participation in 12-step programs and random drug screenings for the treatment of *chemical dependency*; and
- Physician availability for medical and medication management.

Intensive outpatient program does not include services that are for:

- Custodial care; or
- Day care.

J

K

T,

Late applicant means an *employee* or *dependent* other than a newborn or adopted child, who requests enrollment for coverage under the *master group contract* more than 31 days after his or her *eligibility date*, or a newborn or adopted *dependent* who requests enrollment for coverage more than 60 days after the child's date of birth, date of adoption or placement for adoption or later than the time period specified in the "Special enrollment" provision.

\mathbf{M}

Maintenance care means services and supplies furnished mainly to:

- Maintain, rather than improve, a level of physical or mental function; or
- Provide a protected environment free from exposure that can worsen the *covered person's* physical or mental condition.

Master group contract means the legal agreement between *us* and the *group plan sponsor*, including the Employer Group Application and *certificate*, together with any riders, amendments and endorsements.

Materials means frames, lenses and lens options, or contact lenses and low vision aids.

Maximum allowable fee for a covered expense is the lesser of:

- The fee charged by the provider for the services;
- The fee that has been negotiated with the provider whether directly or through one or more intermediaries or shared savings contracts for the services;
- The fee established by *us* by comparing rates from one or more regional or national databases or schedules for the same or similar services from a geographical area determined by *us*;
- The fee based upon rates negotiated by *us* or other payors with one or more *network providers* in a geographic area determined by *us* for the same or similar services;
- The fee based upon the provider's cost for providing the same or similar services as reported by such provider in its most recent publicly available *Medicare* cost report submitted to the Centers for Medicare & Medicaid Services (CMS) annually; or
- The fee based on a percentage determined by us of the fee *Medicare* allows for the same or similar services provided in the same geographic area.

Medicaid means a state program of medical care, as established under Title 19 of the Social Security Act of 1965, as amended.

Medically necessary means health care services that a *health care practitioner* exercising prudent clinical judgment would provide to his or her patient for the purpose of preventing, evaluating, diagnosing, or treating a *sickness* or *bodily injury*, or its symptoms. Such health care service must be:

- In accordance with generally accepted standards of medical practice;
- Clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the patient's *sickness* or *bodily injury*;
- Neither sourced from a location, nor provided primarily for the convenience of the patient, physician or other health care provider;
- Not more costly than an alternative source, service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the patient's sickness or bodily injury; and
- Performed in the least costly site or sourced from, or provided by the least costly qualified provider.

For the purpose of *medically necessary*, generally accepted standards of medical practice means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations, the views of physicians practicing in relevant clinical areas and any other relevant factors.

Medically necessary leave of absence means a leave of absence for a *dependent* child, who is no longer enrolled for sufficient course credits to maintain full-time status as defined by an accredited secondary school, college or university, or licensed technical school or had any other change in enrollment at such institution.

The medically necessary leave of absence must:

- Begin due to a *bodily injury* or *sickness*;
- Be determined necessary by the *dependent* child's *health care practitioner*, who must send *us* written certification; and
- Cause the dependent child to lose full-time student status as defined in the definition of "dependent."

Medicare means a program of medical insurance for the aged and disabled, as established under Title 18 of the Social Security Act of 1965, as amended.

Mental health services mean those diagnoses and treatments related to the care of a *covered person* who exhibits a mental, nervous or emotional condition classified in the Diagnostic and Statistical Manual of Mental Disorders.

Morbid obesity means a body mass index (BMI) as determined by a *health care practitioner* as of the date of service of:

• 40 kilograms or greater per meter squared (kg/m²); or

• 35 kilograms or greater per meter squared (kg/m²) with an associated comorbid condition such as hypertension, type II diabetes, life-threatening cardiopulmonary conditions; or joint disease that is treatable, if not for the obesity.

N

Network facility means a *hospital*, *hospital outpatient* department or *ambulatory surgical center* that has been designated as such or has signed an agreement with *us* as an independent contractor, or has been designated by *us* to provide services to all *covered persons*. *Network facility* designation by *us* may be limited to specified services.

Network health care practitioner means a *health care practitioner*, who has been designated as such or has signed an agreement with *us* as an independent contractor, or who has been designated by *us* to provide services to all *covered persons*. *Network health care practitioner* designation by *us* may be limited to specified services.

Network hospital means a *hospital* which has been designated as such or has signed an agreement with *us* as an independent contractor, or has been designated by *us* to provide services to all *covered persons*. *Network hospital* designation by *us* may be limited to specified services.

Network provider means a hospital, health care treatment facility, health care practitioner, or other health services provider who is designated as such or has signed an agreement with us as an independent contractor, or who has been designated by us to provide services to all covered persons. Network provider designation by us may be limited to specified services.

Non-intensive level services mean evidence-based therapy that occurs after the completion of treatment with intensive level services and that is designed to sustain and maximize gains made during treatment with intensive level services or, for a covered person who has not and will not receive intensive level services, evidence-based therapy that will improve the covered person's condition.

Non-network health care practitioner means a *health care practitioner* who has <u>not</u> been designated by us as a *network health care practitioner*.

Non-network hospital means a *hospital* which has not been designated by us as a *network hospital*.

Non-network provider means a hospital, health care treatment facility, health care practitioner, or other health services provider who has <u>not</u> been designated by us as a network provider.

Nurse means a registered nurse (R.N.), a licensed practical nurse (L.P.N.), or a licensed vocational nurse (L.V.N.).

0

Observation status means you are receiving *hospital outpatient* services to help the *health care practitioner* decide if you need to be admitted as an *inpatient*.

Open enrollment period means no less than a 31-day period of time, occurring annually for the *group*, during which *employees* have an opportunity to enroll themselves and their eligible *dependents* for coverage under the *master group contract*.

Oral surgery means procedures to correct diseases, injuries and defects of the jaw and mouth structures. These procedures include, but are not limited to, the following:

- Surgical removal of full bony impactions;
- Mandibular or maxillary implant;
- Maxillary or mandibular frenectomy;
- Alveolectomy and alveoplasty;
- Orthognathic *surgery*;
- Surgery for treatment of temporomandibular joint syndrome/dysfunction; and
- Periodontal surgical procedures, including gingivectomies.

Originating site means the location of a *covered person* at the time a *telehealth* or *telemedicine* service is being furnished.

Out-of-area service means health services provided by *non-network providers* for *covered persons* who are temporarily away from their *service area* for 90 days or less or *out-of-area students*.

Out-of-area student means a *dependent* child who attends school outside of the *service area* at a vocational, technical or adult education school, college or university, or any institution of higher education that grants a bachelors or higher degree.

Out-of-pocket limit means the amount of copayments, deductibles and coinsurance you must pay for covered expenses, as specified in the "Out-of-pocket limit" provision in the "Schedule of Benefits" section, either individually or combined as a covered family, per year before a benefit percentage is increased. Any amount you pay exceeding the maximum allowable fee is not applied to the out-of-pocket limits.

Outpatient means you are not confined as a registered bed patient.

Outpatient surgery means surgery performed in a health care practitioner's office, ambulatory surgical center, or the outpatient department of a hospital.

P

Palliative care means care given to a *covered person* to relieve, ease, or alleviate, but not to cure, a *bodily injury* or *sickness*.

Partial hospitalization means *outpatient* services provided by a *hospital* or *health care treatment facility* in which patients do not reside for a full 24-hour period and:

• Has a comprehensive and intensive interdisciplinary psychiatric treatment under the supervision of a psychiatrist for *mental health services* or a psychiatrist or addictionologist for *chemical dependency*, and patients are seen by a psychiatrist or addictionologist, as applicable, at least once a week;

- Provides for social, psychological and rehabilitative training programs with a focus on reintegration back into the community and admits children and adolescents who must have a treatment program designed to meet the special needs of that age range; and
- Has physicians and appropriately licensed behavioral health practitioners readily available for the emergent and urgent needs of the patients.

The *partial hospitalization* program must be accredited by the Joint Commission of the Accreditation of Hospitals or in compliance with an equivalent standard.

Licensed drug abuse rehabilitation programs and alcohol rehabilitation programs accredited by the Joint Commission on the Accreditation of Health Care Organizations or approved by the appropriate state agency are also considered *partial hospitalization* services.

Partial hospitalization does <u>not</u> include services that are for:

- Custodial care; or
- Day care.

Pediatric dental services mean the following services:

- Ordered by a *dentist*; and
- Described in the "Pediatric dental" provision in the "Covered Expenses Pediatric Dental" section.

Pediatric vision care means the services and *materials* specified in the "Pediatric vision care benefit" provision in the "Covered Expenses – Pediatric Vision Care" section.

Periodontics means the branch of dentistry concerned with the study, prevention and treatment of diseases of the tissues and bones supporting the teeth. *Periodontics* includes the following dental procedures, related tests or treatment and follow-up care:

- Periodontal maintenance;
- Scaling and root planing;
- Gingivectomy;
- Gingivoplasty; or
- Osseous surgical procedures.

Post-stabilization services means services you receive in observation status or during an inpatient or outpatient stay in a network facility related to an emergency medical condition after you are stabilized.

Pre-surgical/procedural testing means:

- Laboratory tests or radiological examinations done on an *outpatient* basis in a *hospital* or other facility accepted by the *hospital* before *hospital confinement* or *outpatient surgery* or procedure;
- The tests must be accepted by the *hospital* or *health care practitioner* in place of like tests made during *confinement*; and
- The tests must be for the same *bodily injury* or *sickness* causing *you* to be *hospital confined* or to have the *outpatient surgery* or procedure.

Preauthorization means approval by *us*, or *our* designee, of a service prior to it being provided. Certain services require medical review by *us* in order to determine eligibility for coverage.

Preauthorization is granted when such a review determines that a given service is a *covered expense* according to the terms and provisions of the *master group contract*.

Prescription means a direct order for the preparation and use of a drug, medicine or medication. The prescription must be written by a health care practitioner and provided to a pharmacist for your benefit and used for the treatment of a sickness or bodily injury, which is covered under this plan, or for drugs, medicines or medications on the Preventive Medication Coverage drug list. The drug, medicine or medication must be obtainable only by prescription or must be obtained by prescription for drugs, medicines or medications on the Preventive Medication Coverage drug list. The prescription may be given to the pharmacist verbally, electronically or in writing by the health care practitioner. The prescription must include at least:

- Your name:
- The type and quantity of the drug, medicine or medication prescribed, and the directions for its use;
- The date the *prescription* was prescribed; and
- The name and address of the prescribing *health care practitioner*.

Preventive services means services in the following recommendations appropriate for you during your plan year:

- Services with an A or B rating in the current recommendations of the USPSTF.
- Immunizations recommended by the Advisory Committee on Immunization Practices of the CDC.
- Preventive care for infants, children and adolescents provided in the comprehensive guidelines supported by the HRSA.
- Preventive care for women provided in the comprehensive guidelines supported by the HRSA.
- Preventive care in accordance with state law.

For the recommended *preventive services* that apply to *your* plan *year*, refer to the <u>www.healthcare.gov</u> website or call the customer service telephone number on *your* ID card.

Primary care physician means a network health care practitioner who provides initial and primary care services to covered persons, maintains the continuity of covered persons' medical care and helps direct covered persons to specialty care physicians and other providers.

A primary care physician is a health care practitioner in one of the following specialties:

- Family medicine/General practice;
- Internal medicine; and
- Pediatrics.

Q

Qualified payment amount means the lesser of:

Billed charges; or

• The median of the contracted rates negotiated by *us* with three or more *network providers* in the same geographic area for the same or similar services.

If sufficient information is not available for *us* to calculate the median of the contracted rates, the rate established by *us* through use of any database that does not have any conflict of interest and has sufficient information reflecting allowed amounts paid to a *qualified provider* for relevant services furnished in the applicable geographic region.

The *qualified payment amount* applies to *covered expenses* when *you* receive the following services from a *non-network provider*:

- Emergency care and air ambulance services;
- *Ancillary services* while you are at a network facility;
- Services that are not considered *ancillary services* while *you* are at a *network facility*, and *you* do not consent to the *non-network provider* to obtain such services; and
- *Post-stabilization services* when:
 - The attending *qualified provider* determines *you* are not able to travel by non-medical transportation to obtain services from a *network provider*; and
 - You do not consent to the non-network provider to obtain such services.

Qualified provider means a person, facility, supplier, or any other health care provider:

- That is licensed by the appropriate state agency to:
 - Diagnose, prevent or treat a sickness or bodily injury;
 - Provide preventive services;
 - Provide *pediatric dental services*; or
 - Provide *pediatric* vision care;

A *qualified provider* must provide services within the scope of their license and their primary purpose must be to provide health care services.

R

Rehabilitation facility means any licensed public or private establishment which has permanent facilities that are equipped and operated primarily to render physical and occupational therapies, diagnostic services and other therapeutic services.

Rehabilitative services means health care services that help a person keep or improve skills and functioning for daily living that have been lost or impaired because a person was sick, hurt or disabled. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

Rescission, **rescind** or **rescinded** means a cancellation or discontinuance of coverage that has a retroactive effect.

Residential treatment facility means an institution that:

- Is licensed as a 24-hour residential facility for *behavioral health* treatment, although <u>not</u> licensed as a *hospital*;
- Provides a multidisciplinary treatment plan in a controlled environment, under the supervision of a physician who is able to provide treatment on a daily basis;
- Provides supervision and treatment by a Ph.D. psychologist, licensed therapist, psychiatric nursing staff or registered nurse;
- Provides programs such as social, psychological, family counseling and rehabilitative training, age
 appropriate for the special needs of the age group of patients, with focus on reintegration back into
 the community; and
- Provides structured activities throughout the day and evening.

Residential treatment is utilized to provide structure, support and reinforcement of the treatment required to reverse the course of behavioral deterioration.

Retail clinic means a *health care treatment facility*, located in a retail store, that is often staffed by nurse practitioners and physician assistants who provide minor medical services on a "walk-in" basis (no appointment required).

Room and board means all charges made by a *hospital* or other *health care treatment facility* on its own behalf for room and meals and all general services and activities needed for the care of registered bed patients.

Routine nursery care means the charges made by a *hospital* or licensed birthing center for the use of the nursery. It includes normal services and supplies given to well newborn children following birth. *Health care practitioner* visits are not considered *routine nursery care*. Treatment of a *bodily injury*, *sickness*, birth abnormality, or *congenital anomaly* following birth and care resulting from prematurity is not considered *routine nursery care*.

S

Self-administered injectable drugs means an FDA approved medication which a person may administer to himself or herself by means of intramuscular, intravenous or subcutaneous injection, excluding insulin, and prescribed for use by *you*.

Serious mental illness means the following psychiatric illnesses as defined by the American Psychiatric Association in the Diagnostic and Statistical Manual (DSM):

- Schizophrenia;
- Paranoid and other psychotic disorders;
- Bipolar disorders (hypomanic, manic, depressive and mixed);
- Major depressive disorders (single episodes or recurrent);
- Schizoaffective disorders (bipolar or depressive);
- Pervasive development disorders:
- Obsessive-compulsive disorders; and
- Depression in childhood and adolescence.

Service area means the geographic area designated by us, or as otherwise agreed upon between the group plan sponsor and us and approved by the Department of Insurance of the state in which the master group contract is issued, if such approval is required. The service area is the geographic area where the network provider services are available to you. A description of the service area is provided in the provider directories.

Sickness means a disturbance in function or structure of the body which causes physical signs or physical symptoms and which, if left untreated, will result in a deterioration of the health state of the structure or system(s) of the body. The term also includes: (a) pregnancy; (b) any medical complications of pregnancy; and (c) *behavioral health*.

Skilled nursing facility means a licensed institution (other than a *hospital*, as defined) which meets all of the following requirements:

- It must provide permanent and full-time bed care facilities for resident patients;
- It must maintain, on the premises and under arrangements, all facilities necessary for medical care and treatment:
- It must provide such services under the supervision of physicians at all times;
- It must provide 24-hours-a-day nursing services by or under the supervision of a registered nurse; and
- It must maintain a daily record for each patient,

A skilled nursing facility is <u>not</u>, except by incident, a rest home or a home for the care of the aged.

Small employer means an *employer* who employed an average of one but not more than 50 *employees* on business days during the preceding calendar year and who employs at least one *employee* on the first day of the *year*. All subsidiaries or affiliates of the *group plan sponsor* are considered one *employer* when the conditions specified in the "Subsidiaries or Affiliates" section of the *master group contract* are met.

Sound natural tooth means a tooth that:

- Is organic and formed by the natural development of the body (not manufactured, capped, crowned, or bonded);
- Has not been extensively restored;
- Has not become extensively decayed or involved in periodontal disease; and
- Is not more susceptible to injury than a whole natural tooth (for example a tooth that has not been previously broken, chipped, filled, cracked, or fractured).

Special enrollment date means the date of:

- Change in family status after the *eligibility date*;
- Loss of other coverage under another group health plan or other health insurance coverage;
- COBRA exhaustion;
- Loss of coverage under *your employer's* alternate plan;
- Termination of *your Medicaid* coverage or *your* Children's Health Insurance Program (CHIP) coverage as a result of loss of eligibility; or
- Eligibility for a premium assistance subsidy under *Medicaid* or CHIP.

To be eligible for special enrollment, *you* must meet the requirements specified in the "Special enrollment" provision within the "Eligibility and Effective Dates" section of this *certificate*.

Specialty care physician means a *health care practitioner* who has received training in a specific medical field other than the specialties listed as primary care.

Specialty drug means a drug, medicine, medication, or biological used as a specialized therapy developed for chronic, complex *sicknesses* or *bodily injuries*. *Specialty drugs* may:

- Be injected, infused or require close monitoring by a *health care practitioner* or clinically trained individual:
- Require nursing services or special programs to support patient compliance;
- Require disease-specific treatment programs;
- Have limited distribution requirements; or
- Have special handling, storage or shipping requirements.

Stem cell means the transplant of human blood precursor cells. Such cells may be derived from bone marrow, circulating blood, or a combination of bone marrow and circulating blood obtained from the patient in an autologous transplant, from a matched related or unrelated donor, or cord blood. The *stem cell* transplant includes the harvesting, integral chemotherapy components and the *stem cell* infusion. A *stem cell* transplant is commonly referred to as a bone marrow transplant.

Surgery means procedures categorized as Surgery in either the:

- Current Procedural Terminology (CPT) manuals published by the American Medical Association; or
- Healthcare Common Procedure Coding System (HCPCS) Level II manual published by the Centers for Medicare & Medicaid Services (CMS).

The term *surgery* includes, but is not limited to:

- Excision or incision of the skin or mucosal tissues;
- Insertion for exploratory purposes into a natural body opening;
- Insertion of instruments into any body opening, natural or otherwise, done for diagnostic or other therapeutic purposes;
- Treatment of fractures;
- Procedures to repair, remove or replace any body part or foreign object in or on the body; and
- Endoscopic procedures.

Surgical assistant means a *health care practitioner* who assists at *surgery* and is not a Doctor of Medicine (MD), Doctor of Osteopathic Medicine (DO) or Doctor of Podiatric Medicine (DPM), or where state law does not require that specific *health care practitioners* be treated and reimbursed the same as an MD, DO or DPM.

T

Telehealth means services, other than *telemedicine*, provided via telephonic or *electronic* communications. *Telehealth* services must comply with the following, as applicable:

- Federal and state licensure requirements;
- Accreditation standards: and
- Guidelines of the American Telemedicine Association or other qualified medical professional societies to ensure quality of care.

Telemedicine means audio and video real-time interactive communication between a *covered person* at an *originating site* and a *health care practitioner* at a *distant site*. *Telemedicine* services must comply with the following, as applicable:

- Federal and state licensure requirements;
- Accreditation standards; and
- Guidelines of the American Telemedicine Association or other qualified medical professional societies to ensure quality of care.

Total disability or **totally disabled** means *your* continuing inability, as a result of a *bodily injury* or *sickness*, to perform the material and substantial duties of any job for which *you* are or become qualified by reason of education, training or experience.

The term also means a *dependent's* inability to engage in the normal activities of a person of like age. If the *dependent* is employed, the *dependent* must be unable to perform his or her job.

IJ

Urgent care means health care services provided on an *outpatient* basis for an unforeseen condition that usually requires attention without delay but does not pose a threat to life, limb or permanent health of the *covered person*.

Urgent care center means any licensed public or private non-hospital free-standing facility which has permanent facilities equipped to provide *urgent care* services.

 \mathbf{V}

Virtual visit means telehealth or telemedicine services.

 \mathbf{W}

Waiting period means the period of time, elected by the *group plan sponsor*, that must pass before an *employee* is eligible for coverage under the *master group contract*.

We, us or our means the offering company as shown on the cover page of the master group contract and certificate.

X

\mathbf{Y}

Year means the period of time which begins on any January 1st and ends on the following December 31st. When *you* first become covered by the *master group contract*, the first *year* begins for *you* on the *effective date* of *your* coverage and ends on the following December 31st.

You or your means any covered person.



GLOSSARY – PHARMACY SERVICES

All terms used in the "Schedule of Benefits – Pharmacy Services," "Covered Expenses – Pharmacy Services" and "Limitations and Exclusions – Pharmacy Services" sections have the same meaning given to them in the "Glossary" section of this *certificate*, unless otherwise specifically defined below:

A

B

Brand-name drug means a drug, medicine or medication that is manufactured and distributed by only one pharmaceutical manufacturer, or any drug product that has been designated as brand-name by an industry-recognized source used by *us*.

C

Coinsurance means the amount expressed as a percentage of the *covered expense* that *you* must pay toward the cost of each separate *prescription* fill or refill dispensed by a *pharmacy*.

Copayment means the specified dollar amount to be paid by *you* toward the cost of each separate *prescription* fill or refill dispensed by a *pharmacy*.

Cost share means any applicable prescription drug deductible, copayment and coinsurance that you must pay per prescription fill or refill.

D

Default rate means the fee based on rates negotiated by us or other payers with one or more network providers in a geographic area determined by us for the same or similar prescription fill or refill.

Dispensing limit means the monthly drug dosage limit and/or the number of months the drug usage is commonly prescribed to treat a particular condition, as determined by *us*.

Drug list means a list of covered *prescription* drugs, medicines or medications and supplies specified by us.

 \mathbf{E}

F

GLOSSARY – PHARMACY SERVICES (continued)

G

Generic drug means a drug, medicine or medication that is manufactured, distributed, and available from a pharmaceutical manufacturer and identified by the chemical name, or any drug product that has been designated as generic by an industry-recognized source used by *us*.

H
I
J

Legend drug means any medicinal substance, the label of which, under the Federal Food, Drug and Cosmetic Act, is required to bear the legend: "Caution: Federal Law Prohibits dispensing without prescription."

Level 1 drugs mean a category of *prescription* drugs, medicines or medications within the *drug list* that are designated by *us* as level 1.

Level 2 drugs mean a category of *prescription* drugs, medicines or medications within the *drug list* that are designated by *us* as level 2.

Level 3 drugs mean a category of *prescription* drugs, medicines or medications within the *drug list* that are designated by *us* as level 3.

Level 4 drugs mean a category of *prescription* drugs, medicines or medications within the *drug list* that are designated by *us* as level 4.

Level 5 drugs mean a category of *prescription* drugs, medicines or medications within the *drug list* that are designated by *us* as level 5. The *prescription* drugs in this category are highest-cost/high-technology drugs and *specialty drugs*.

GLOSSARY – PHARMACY SERVICES (continued)

M

Mail order pharmacy means a *pharmacy* that provides covered *mail order pharmacy* services, as defined by *us*, and delivers covered *prescription* drug, medicine or medication fills or refills through the mail to *covered persons*.

N

Network pharmacy means a *pharmacy* that has signed a direct agreement with *us* or has been designated by *us* to provide:

- Covered *pharmacy* services;
- Covered specialty pharmacy services; or
- Covered mail order pharmacy services,

as defined by *us*, to *covered persons*, including covered *prescription* fills or refills delivered to *your* home or health care provider.

Non-network pharmacy means a *pharmacy* that has <u>not</u> signed a direct agreement with *us* or has <u>not</u> been designated by *us* to provide:

- Covered *pharmacy* services;
- Covered specialty pharmacy services; or
- Covered mail order pharmacy services,

as defined by *us*, to *covered persons*, including covered *prescription* fills or refills delivered to *your* home or health care provider.

0

P

Pharmacist means a person, who is licensed to prepare, compound and dispense medication, and who is practicing within the scope of his or her license.

Pharmacy means a licensed establishment where *prescription* drugs, medicines or medications are dispensed by a *pharmacist*.

Prior authorization means the required prior approval from *us* for the coverage of certain *prescription* drugs, medicines or medications, including *specialty drugs*. The required prior approval from *us* for coverage includes the dosage, quantity and duration, as *medically necessary* for the *covered person*.

GLOSSARY – PHARMACY SERVICES (continued)

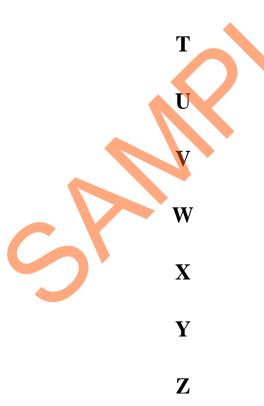
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R

S

Specialty pharmacy means a *pharmacy* that provides covered *specialty pharmacy* services, as defined by *us*, to *covered persons*.

Step therapy means a requirement for you to first try certain drugs, medicines or medications or specialty drugs to treat your medical condition before we will cover another prescription drug, medicine, medication or specialty drug for that condition.





Humana.

Toll Free: 800-448-6262 111 West Pleasant Street Milwaukee, Wisconsin 53212-0359

1100 Employers Boulevard Green Bay, Wisconsin 54344