# STUDENT INJURY AND SICKNESS INSURANCE PLAN

# **CERTIFICATE OF COVERAGE**

Designed Especially for Students of

IHECT-VA Gold Enhanced 1

2017-2018

The Plan is Underwritten by:

# UNITEDHEALTHCARE INSURANCE COMPANY

# This Certificate of Coverage is Part of Policy # 2017-202894-67

This Certificate of Coverage ("Certificate") is part of the contract between UnitedHealthcare Insurance Company (hereinafter referred to as the "Company") and the Policyholder.

Please keep this Certificate as an explanation of the benefits available to the Insured Person under the contract between the Company and the Policyholder. This Certificate is not a contract between the Insured Person and the Company. Amendments or endorsements may be delivered with the Certificate or added thereafter. The Master Policy is on file with the Policyholder and contains all of the provisions, limitations, exclusions, and qualifications of your insurance benefits, some of which may not be included in this Certificate. The Master Policy is the contract and will govern and control the payment of benefits.

# READ THIS ENTIRE CERTIFICATE CAREFULLY. IT DESCRIBES THE BENEFITS AVAILABLE UNDER THE POLICY. IT IS THE INSURED PERSON'S RESPONSIBILITY TO UNDERSTAND THE TERMS AND CONDITIONS IN THIS CERTIFICATE.

Notice: This Plan is subject to regulation by the State Corporation Commission Bureau of Insurance pursuant to Title 38.2 and the Virginia Department of Health pursuant to Title 32.1.



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# Introduction

Welcome to the UnitedHealthcare StudentResources Student Injury and Sickness Insurance Plan. This plan is underwritten by UnitedHealthcare Insurance Company ("the Company").

The school (referred to as the "Policyholder") has purchased a Policy from the Company. The Company will provide the benefits described in this Certificate to Insured Persons, as defined in the Definitions section of this Certificate. This Certificate is not a contract between the Insured Person and the Company. Keep this Certificate with other important papers so that it is available for future reference.

This plan is a preferred provider organization or "PPO" plan. It provides a higher level of coverage when Covered Medical Expenses are received from healthcare providers who are part of the plan's network of "Preferred Providers." The plan also provides coverage when Covered Medical Expenses are obtained from healthcare providers who are not Preferred Providers, known as "Out-of-Network Providers." However, a lower level of coverage may be provided when care is received from Out-of-Network Providers and the Insured Person may be responsible for paying a greater portion of the cost.

To receive the highest level of benefits from the plan, the Insured Person should obtain covered services from Preferred Providers whenever possible. The easiest way to locate Preferred Providers is through the plan's web site at www.firststudent.com. The web site will allow the Insured to easily search for providers by specialty and location.

The Insured may also call the Customer Service Department at 1-800-505-4160, toll free, for assistance in finding a Preferred Provider.

Please feel free to call the Customer Service Department with any questions about the plan. The telephone number is 1-800-505-4160. The Insured can also write to the Company at:

FirstStudent P.O. Box 809025 Dallas, TX 75380-9025

# Section 1: Who Is Covered

The Master Policy covers students who have met the Policy's eligibility requirements (as shown below) and who:

- 1. Are properly enrolled in the plan, and
- 2. Pay the required premium.

All eligible students and participants registered at an accredited institution of higher learning are automatically enrolled unless proof of comparable coverage is furnished. Specific eligibility requirements are set forth in each Institution of Higher Education's insurance plan materials.

The student (Named Insured, as defined in this Certificate) must actively attend classes for at least the first 31 days after the date for which coverage is purchased. Home study, correspondence, and online courses do not fulfill the eligibility requirements that the student actively attend classes. The Company maintains its right to investigate eligibility or student status and attendance records to verify that the Policy eligibility requirements have been met. If and whenever the Company discovers that the Policy eligibility requirements have not been met, its only obligation is refund of premium.

# **Section 2: Effective and Termination Dates**

The Master Policy on file with the Consortium Sponsor (IHECT) becomes effective at 12:01 a.m., June 1, 2017. The Insured Person's coverage becomes effective on the first day of the period for which premium is paid or the date the enrollment form and full premium are received by the Company (or its authorized representative), whichever is later.

The Master Policy terminates at 11:59 p.m., September 30, 2018. The Insured Person's coverage terminates on that date or at the end of the period through which premium is paid, whichever is earlier.

There is no pro-rata or reduced premium payment for late enrollees. Refunds of premiums are allowed only upon entry into the armed forces.

The Master Policy is a non-renewable one year term insurance policy. The Master Policy will not be renewed.

# Section 3: Extension of Benefits after Termination

The coverage provided under the Policy ceases on the Termination Date. However, if an Insured is Hospital Confined on the Termination Date from a covered Injury or Sickness for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury or Sickness will continue to be paid as long as the condition continues but not to exceed 12 months after the Termination Date.

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

After this Extension of Benefits provision has been exhausted, all benefits cease to exist, and under no circumstances will further payments be made.

## **Section 4: Pre-Admission Notification**

UnitedHealthcare should be notified of all Hospital Confinements prior to admission.

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

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

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

# **Section 5: Preferred Provider Information**

"Preferred Providers" are the Physicians, Hospitals and other health care providers who have contracted to provide specific medical care at negotiated prices. Preferred Providers in the local school area are:

#### UnitedHealthcare Choice Plus

The availability of specific providers is subject to change without notice. A list of Preferred Providers is located on the plan's web site at www.firststudent.com. Insureds should always confirm that a Preferred Provider is participating at the time services are required by calling the Company at 1-800-505-4160 and/or by asking the provider when making an appointment for services.

#### **Provider Directories**

Provider Directories for the UnitedHealthcare Choice Plus Network may be obtained:

- by calling FirstStudent at 1-800-505-4160;
- by logging on to the website at www.gallagherstudent.com for information.

#### Virginia Service Area

All counties in Virginia are included in the UnitedHealthcare Choice Plus Network.

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

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

Depending on the geographic area and the service received, the Insured may have access through the Shared Savings Program to Out-of-Network providers who have agreed to discount their charges for Covered Medical Expenses. If the Insured receives Covered Medical Expenses from these providers, the Coinsurance will remain the same as it is when the Insured receives Covered Medical Expenses from Out-of-Network providers who have not agreed to discount their charges; however, the total that the Insured owes may be less when the Insured receives Covered Medical Expenses from Shared Savings Program providers than from other Out-of-Network providers because the allowable expense may be a lesser amount.

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

#### Inpatient Expenses

**Preferred Providers**– Eligible Inpatient expenses at a Preferred Provider will be paid at the Coinsurance percentages specified in the Schedule of Benefits, up to any limits specified in the Schedule of Benefits. Preferred Hospitals include UnitedHealthcare Choice Plus United Behavioral Health (UBH) facilities. Call 1-800 505-4160 for information about Preferred Hospitals.

**Out-of-Network Providers** - If Inpatient care is not provided at a Preferred Provider, eligible Inpatient expenses will be paid according to the benefit limits in the Schedule of Benefits.

Visits and Medically Necessary supplies to treat a Medical Emergency at an Out-of-Network emergency room will be paid at the Preferred Provider Coinsurance percentage shown in the Schedule of Benefits. Out-of-Network Providers may balance bill for the amount in excess of the Preferred Allowance. The payment for Out-of-Network Emergency Services is based on the greatest of: (1) the amount negotiated with In-Network Providers for the Emergency Services, or if more than one amount is negotiated, the median In-Network rate; (2) the Usual and Customary rate (or similar rate determined using the Company's general formula for determining payments for Out-of-Network services); or (3) the Medicare rate for the Emergency Services.

#### **Outpatient Hospital Expenses**

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

#### Professional & Other Expenses

Benefits for Covered Medical Expenses provided by UnitedHealthcare Choice Plus will be paid at the Coinsurance percentages specified in the Schedule of Benefits or up to any limits specified in the Schedule of Benefits. All other providers will be paid according to the benefit limits in the Schedule of Benefits.

#### Standing Referrals

1) Obstetrician or Gynecologist

Referrals are not required for any Insured female age 13 or older to receive an annual examination, and routine health care services incident to and rendered during an annual visit.

2) Specialist

When an Insured has an ongoing special condition and the Insured receives a referral to seek treatment from a specialist for such condition, the specialist shall be permitted to treat the Insured for the special condition without further referral. The specialist may authorize such procedures, tests, referrals, and other medical services related to the Insured's special condition. A "special condition" means a condition or disease that: (i) is life-threatening, degenerative, or disabling; and (ii) requires specialized medical care over a prolonged period of time.

#### 3) Pain Management or Oncology

When an Insured has been diagnosed with cancer, and the Insured receives a referral to seek treatment from a boardcertified physician in pain management or an oncologist, then the referral shall be in effect throughout the course of treatment for the Insured's cancer condition. This standing referral shall not be construed to authorize the boardcertified physician in pain management or oncologist to direct the patient to other health care services.

#### Continuity of Care; Termination of Provider Contracts

In the event a contract or agreement between the Company and health care provider is terminated, a provider may be permitted to continue services to an Insured Person who:

- 1) Was receiving care under an active course of treatment prior to the notice of termination and who requests to continue receiving care from the provider.
- 2) Has entered the second trimester or a pregnancy at the time of termination. Treatment may, at the Insured's option, continue through the provision of postpartum care directly related to the delivery.
- 3) Is determined to be terminally ill at the time of termination. Treatment shall, at the Insured's option continue for the remainder of the insured's life for care directly related to the terminal illness.

The provisions shall not apply when the provider is terminated for cause.

## Section 6: Medical Expense Benefits - Injury and Sickness

This section describes Covered Medical Expenses for which benefits are available. Please refer to the attached Schedule of Benefits for benefit details.

Benefits are payable for Covered Medical Expenses (see Definitions) less any Deductible incurred by or for an Insured Person for loss due to Injury or Sickness subject to: a) the maximum amount for specific services as set forth in the Schedule of Benefits; and b) any Coinsurance or Copayment amounts set forth in the Schedule of Benefits or any benefit provision hereto. Read the Definitions section and the Exclusions and Limitations section carefully.

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits or for any matter described in Exclusions and Limitations. If a benefit is designated, Covered Medical Expenses include:

#### **Inpatient**

#### 1. Room and Board Expense.

Daily semi-private room rate when confined as an Inpatient and general nursing care provided and charged by the Hospital.

Benefits include bed, meals, and special diets. Benefits also include a private room rate when Medically Necessary.

#### 2. Intensive Care.

See the Schedule of Benefits.

#### 3. Hospital Miscellaneous Expenses.

When confined as an Inpatient or as a precondition for being confined as an Inpatient. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.

Benefits will be paid for services and supplies such as:

- The cost of the operating room.
- Laboratory tests.
- X-ray examinations.
- Anesthesia services rendered by an anesthesiologist.
- Drugs (excluding take home drugs) or medicines, including injectable drugs.
- Blood or blood products.
- Therapeutic services, including rehabilitative and Habilitative Services.
- Nuclear medicine.
- Oxygen.
- Supplies.

#### 4. Routine Newborn Care.

While Hospital Confined and routine nursery care provided immediately after birth.

Benefits include:

- Hospital services for routine nursery care during mother's normal hospital stay.
- Initial examination of the newborn.
- Circumcision of a covered male Dependent.

Benefits will be paid for an inpatient stay of at least:

- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the newborn earlier than these minimum time frames.

#### 5. Surgery.

Physician's fees for Inpatient surgery.

Benefits are included for angiogram, arteriogram, amniocentesis, tap or puncture of the brain or spine, arthroscopy, bronchoscopy, colonoscopy, laparoscopy, treatment of fractures and dislocation, pre-operative care, and post-operative care.

#### 6. Assistant Surgeon Fees.

Assistant Surgeon Fees in connection with Inpatient surgery.

#### 7. Anesthetist Services.

Professional services administered in connection with Inpatient surgery.

#### 8. Registered Nurse's Services.

Registered Nurse's services which are all of the following:

- Private duty nursing care only.
- Received when confined as an Inpatient.
- Ordered by a licensed Physician.
- A Medical Necessity.

General nursing care provided by the Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility is not covered under this benefit.

#### 9. Physician's Visits.

Non-surgical Physician services when confined as an Inpatient.

#### 10. **Pre-admission Testing**.

Benefits are limited to routine tests such as:

- Complete blood count.
- Urinalysis.
- Chest X-rays.

If otherwise payable under the Policy, major diagnostic procedures such as those listed below will be paid under the Hospital Miscellaneous benefit:

- CT scans.
- NMR's.
- Blood chemistries.

#### <u>Outpatient</u>

11. Surgery.

Physician's fees for outpatient surgery.

Benefits are included for angiogram, arteriogram, amniocentesis, tap or puncture of the brain or spine, arthroscopy, bronchoscopy, colonoscopy, laparoscopy, treatment of fractures and dislocation, pre-operative care, and post-operative care.

When these services are performed in a Physician's office, benefits are payable under outpatient Physician's Visits.

#### 12. Day Surgery Miscellaneous.

Facility fees or charges, anesthesia agents, charges for services, and Medically Necessary medical and surgical supplies in connection with outpatient day surgery; excluding non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic.

All other professional services rendered during the visit will be paid as specified in the Schedule of Benefits.

#### 13. Assistant Surgeon Fees.

Assistant Surgeon Fees in connection with outpatient surgery.

#### 14. Anesthetist Services.

Professional services administered in connection with outpatient surgery.

#### 15. **Physician's Visits**.

Services provided in a Physician's or specialist's office (including services for a second surgical opinion and services received from a nurse practitioner, clinical nurse specialist, and physician assistant), or a retail health clinic (walk-ins) for the diagnosis and treatment of a Sickness or Injury. Benefits include a Physician's visit in the Insured's home. Benefits also include online visit by webcam, chat or voice. Benefits do not apply when related to surgery performed outside the Physician's office or Physiotherapy.

Benefits include the following services when performed in the Physician's office:

• Surgery.

Physician's Visits for preventive care are provided as specified under Preventive Care Services.

#### 16. Physiotherapy.

Includes but is not limited to the following rehabilitative services (including Habilitative Services as defined in the Certificate):

- Physical therapy. Services include hydrotherapy, heat, physical agents, bio-mechanical and neuro-physiological principles and devices. Services include therapy to keep, learn or improve skills needed for daily living such as therapy for a child who is not walking at the expected age is covered.
- Occupational therapy. Services include therapy to keep, learn or improve skills needed for daily living such as therapy for a child who is not walking at the expected age is covered.
- Cardiac rehabilitation therapy, including the process of restoring, maintaining, teaching, or improving the physiological, psychological, social, and vocational capabilities of patients with heart disease. Benefits also include medical evaluation, training, supervised exercise, and psychosocial support following a cardiac event. Services will not be provided for home programs (other than Home Health Care services), on-going conditioning, and maintenance care.
- Manipulative treatment, including spinal manipulations and other manual medical interventions for musculoskeletal Sickness or Injury only. Services include therapy to treat problems of the bones, joints, and back. Services that help you keep or improve skills and functioning for daily living are covered. Services must involve goals you can reach in a reasonable period of time. Benefits will end when progress towards the goal ends.
- Speech therapy, including correction of speech impairment or services necessary to improve or teach speech. Services to identify, assess, and treat speech, language, and swallowing disorders in children and adults are available. Services include therapy to develop communication or swallowing skills to correct a speech impairment. Services include therapy to keep, learn or improve skills needed for daily living such as therapy for a child who is not talking at the expected age. Services must include goals that are attainable in a reasonable period of time.

Benefits also include outpatient rehabilitative services and Habilitative Services provided in an outpatient rehabilitation facility, including Medically Necessary services provided by a licensed therapist.

For the purpose of this benefit:

- Occupational therapy means therapy to teach, keep, improve, or restore activities such as walking, eating, drinking, dressing, toileting, transferring from wheelchair to bed, and bathing. Therapy for job-related activities is included. Services must include goals that are attainable in a reasonable period of time.
- Physical therapy means therapy to relieve pain; to teach, keep, improve, or restore function and prevent disability after Sickness, Injury, or loss of limb; including treatment of lymphedema.

#### 17. Medical Emergency Expenses.

Only in connection with a Medical Emergency as defined. Benefits will be paid for Emergency Services, as defined, which include the following:

- Facility charge for use of the emergency room and medical supplies.
- Attending Physician's charges.
- X-rays, MRIs and CAT scans.
- Laboratory procedures.
- Tests and procedures.
- Injections.

#### 18. Diagnostic X-ray Services.

Diagnostic X-rays are only those procedures identified in <u>Physicians' Current Procedural Terminology</u> (CPT) as codes 70000 - 79999 inclusive. X-ray services for preventive care are provided as specified under Preventive Care Services.

Benefits include:

- X-rays.
- Mammograms.
- Ultrasound.
- Nuclear medicine diagnostic services, including PET scans, CT scans, PET/CT Fusion scans, QTC Bone Densitometry, and CT Colonography.
- Professional services for the reading or interpretation of the images.
- CTA Scan.
- SPECT Scan.
- Magnetic Resonance Testing, including MRI, MRA and MRS.
- Nuclear Cardiology.

#### 19. Radiation Therapy.

See Schedule of Benefits.

Benefits include teletherapy brachytherapy and intraoperative radiation, photon or high energy particle sources, materials and supplies, administration, treatment planning, and certain other covered services for the treatment of a Sickness by x-ray, radium, or radioactive isotopes.

#### 20. Laboratory Procedures.

Laboratory Procedures are only those procedures identified in <u>Physicians' Current Procedural Terminology</u> (CPT) as codes 80000 - 89999 inclusive. Laboratory procedures for preventive care are provided as specified under Preventive Care Services. Laboratory procedures include pathology services.

Benefits include the professional services for the interpretation of the lab results.

#### 21. Tests and Procedures.

Tests and procedures are those diagnostic services and medical procedures performed by a Physician but do not include:

- Physician's Visits.
- Physiotherapy.
- X-rays.
- Laboratory Procedures.

The following tests and therapies will be paid under the Tests and Procedures (Outpatient) benefit:

- Inhalation therapy.
- Infusion therapy.
- Pulmonary therapy, including outpatient short-term respiratory care to restore the Insured Person's health after a Sickness or Injury.
- Respiratory therapy, including the introduction of dry or moist gases into the lungs, nonpressurized inhalation
  treatment, intermittent positive pressure breathing treatment, air or oxygen, with our without nebulized medication,
  continuous positive pressure ventilation (CPAP), continuous negative pressure ventilation (CNP), chest
  percussion, therapeutic use of medical gases or drugs in the form of aerosols, broncho pulmonary drainage,
  breathing exercises, and equipment such as resuscitators, oxygen tents, and incentive spirometers to treat a
  Sickness or Injury.
- EKGs.
- EEGs.
- Echocardiograms.
- Dialysis and hemodialysis.
- Diagnostic hearing and vision tests for a medical condition or Injury.

Benefits also include professional services for the reading and interpretation of the test or procedure.

Tests and Procedures for preventive care are provided as specified under Preventive Care Services.

#### 22. Injections.

When administered in the Physician's office and charged on the Physician's statement or when administered at an authorized pharmacy. Benefits include flu shot and administration. Immunizations for preventive care are provided as specified under Preventive Care Services.

#### 23. Chemotherapy.

Benefits include chemical or biological antineoplastic agents administered as part of a Physician's visit, home care visit, or at an outpatient facility for treatment of a Sickness.

#### 24. **Prescription Drugs**.

See Schedule of Benefits.

#### <u>Other</u>

#### 25. Ambulance Services.

Benefits include coverage for the following:

- Professional ambulance services to and from the nearest facility or provider adequate to treat the condition.
- Emergency air transportation by fixed wing or rotary wing is covered when transport to an acute care Hospital is Medically Necessary, and ground or water transportation is not appropriate.

Benefits will be paid directly to the provider of the ambulance services upon receipt of an assignment of benefits.

#### 26. Durable Medical Equipment.

Durable Medical Equipment must be all of the following:

- Provided or prescribed by a Physician. A written prescription must accompany the claim when submitted.
- Primarily and customarily used to serve a medical purpose.
- Is meant for use outside a medical facility.
- Can withstand repeated use.
- Generally is not useful to a person in the absence of Injury or Sickness.
- Not consumable or disposable except as needed for the effective use of covered durable medical equipment.

Benefits for durable medical equipment include the rental (or purchase if less than rental) of the equipment and maintenance and necessary repairs, unless damage is due to neglect. Benefits also include supplies needed for use of the equipment.

For the purposes of this benefit, the following are considered durable medical equipment.

- Braces that stabilize an injured body part and braces to treat curvature of the spine.
- External prosthetic devices, which includes a composite facial prosthesis, and components that replace a limb or body part but does not include any device that is fully implanted into the body. Adjustments to the prosthetic devices are covered.
- Orthotic devices that straighten or change the shape of a body part, including the cost of fitting, adjustment, and repair of the device.
- Cochlear Implants.
- Boots.
- Splints.
- Hospital-type beds, wheelchairs (including a battery for a powered wheelchair), and crutches.
- Oxygen concentrator, oxygen and equipment for its administration.
- Ventilator.
- Negative pressure wound therapy device.
- Nebulizers.
- Traction equipment.
- Walkers.

If more than one piece of equipment or device can meet the Insured's functional need, benefits are available only for the equipment or device that meets the minimum specifications for the Insured's needs. Dental braces are not durable medical equipment and are not covered. Benefits for durable medical equipment are limited to the initial purchase or one replacement purchase per Policy Year.

See also Benefits for Prosthetic Devices.

#### 27. Consultant Physician Fees.

Services provided on an Inpatient or outpatient basis.

#### 28. Dental Treatment.

Dental services limited to the following:

- Dental work needed to treat injuries to the jaw, sound natural teeth, mouth or face as a result of an accident.
- Dental appliances required to diagnose or treat an accidental Injury to the teeth, and repair of dental appliances damaged as a result of accidental Injury to the jaw, mouth, or face.
- Treat medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia.
- Dental services, including x-rays, extractions, and anesthesia to prepare the mouth for radiation therapy to treat cancer and prepare for transplants.
- Covered general anesthesia and hospitalization services for children under the age of 5, Insured Persons who are severely disabled, and Insured Persons who have a medical condition that requires admission to a Hospital or outpatient surgery facility. These services are only provided when it is determined by a licensed dentist, in consultation with the Insured Person's treating Physician that such services are required to effectively and safely provide dental care.

An Injury resulting from chewing or biting is not covered.

Breaking a tooth while eating is not covered. Routine dental care and treatment to the gums are not covered.

Pediatric dental benefits are provided in the Pediatric Dental Services provision.

#### 29. Mental Illness Treatment.

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital. Coverage includes Hospital and Inpatient professional charges in any Hospital or facility required by state law. Benefits include individual psychotherapy, group psychotherapy, psychological testing, counseling with family members to assist with the patient's diagnosis and treatment, and convulsive therapy.
- On an outpatient basis including outpatient facility charges, physician charges, office visits, and intensive outpatient treatment. Physician visits for medication management are covered.

See also Benefits for Mental Illness and Substance Use Disorder.

#### 30. Substance Use Disorder Treatment.

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital. Benefits include individual psychotherapy, group psychotherapy, psychological testing, counseling with family members to assist with the patient's diagnosis and treatment, convulsive therapy, detoxification and rehabilitation. Coverage includes Hospital and Inpatient professional charges in any Hospital or facility required by state law.
- On an outpatient basis including outpatient facility charges, physician charges, office visits, and intensive outpatient treatment. Physician visits for medication management are covered.

See also Benefits for Mental Illness and Substance Use Disorder.

#### 31. Maternity.

Same as any other Sickness for the Named Insured.

Benefits include the following:

- Pregnancy testing.
- Maternity care and Maternity related check-ups.
- Prenatal and postnatal care.
- Fetal screenings for genetic and/or chromosomal status of the fetus.
- Anatomical, biochemical, or biophysical tests to better define the likelihood of genetic and/or chromosomal anomalies.
- The cost of the delivery room and care.
- Anesthesia services rendered by an anesthesiologist to provide partial or complete loss of sensation before delivery.
- Delivery by a midwife in a home setting or birthing center in lieu of an inpatient stay.
- Postpartum inpatient care and home visits in accordance with current published guidelines prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists.

Benefits will be paid for an inpatient stay of at least:

- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the mother earlier than these minimum time frames.

#### 32. Complications of Pregnancy.

Same as any other Sickness.

#### 33. Preventive Care Services.

Medical services, including routine physical exams, routine testing, preventive testing or treatment, and screening exams or testing in the absence of Injury or Sickness, that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and are limited to the following as required under applicable law:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force.
- Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
- With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the *Health Resources and Services Administration*.
- With respect to women, such additional preventive care and screenings provided for in comprehensive guidelines supported by the *Health Resources and Services Administration*.

Benefits include all 18 FDA-approved contraceptive drugs and devices and office visits associated with contraceptive management. Please see https://www.hrsa.gov/womensguidelines for a list of contraceptives. Benefits for hormonal contraceptives will be covered for up to a 12-month supply when dispensed or furnished at one time for an Insured Person by a provider or pharmacy at a location licensed or otherwise authorized to dispense drugs or supplies. Contraceptive coverage may be excluded for certain exempt religious groups.

Required preventive care services are updated on an ongoing basis as guidelines and recommendations change. The complete list and current list of preventive care services covered under the health reform law can be found at: https://www.healthcare.gov/what-are-my-preventive-care-benefits. Current preventive care services are listed below.

Preventive care services for adults:

- Abdominal aortic aneurysm one-time screening for men of specified ages who have ever smoked.
- Alcohol misuse screening and counseling.
- Aspirin use to prevent cardiovascular disease for men and women of certain ages.
- Blood pressure screening for all adults.
- Cholesterol screening for adults of certain ages or at higher risk.
- Colorectal cancer screening for adults over 50.
- Depression screening for adults.
- Diabetes (Type 2) screening for adults with high blood pressure.
- Diet/nutrition counseling for adults at higher risk for chronic disease.
- Hepatitis B screening for people at high risk, including people from countries with 2% or more Hepatitis B prevalence, and U.S.-born people not vaccinated as infants and with at least one parent born in a region with 8% or more Hepatitis B prevalence.
- Hepatitis C screening for adults at increased risk, and one time for everyone born 1945 to 1965.
- HIV screening for everyone ages 15 to 65, and other ages at increased risk.
- Immunization vaccines for adults doses, recommended ages and recommended populations vary.
- Lung cancer screening for adults 55 to 80 at high risk for lunch cancer because they're heavy smokers or have quit in the past 15 years.
- Obesity screening and counseling for all adults.
- Sexually transmitted infection (STI) prevention counseling and screening.
- Syphilis screening for all adults at higher risk.
- Tobacco use screening and counseling for all adults and cessation interventions (including nicotine patches and gum when obtained with a prescription) for tobacco users.

Preventive care services for women:

- Anemia screening on a routine basis for pregnant women.
- Screenings for (BRCA) risk assessment and genetic testing.
- Breast cancer genetic test counseling (BRCA) for women at higher risk for breast cancer.
- Breast cancer mammography screenings.
- Breast cancer chemoprevention counseling for women at higher risk.
- Breastfeeding comprehensive support and counseling from trained providers, and access to breastfeeding supplies and equipment, for pregnant and nursing women.
- Cervical cancer screening for sexually active women.
- Chlamydia infection screening for younger women and other women at higher risk.
- Contraception: Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling, as prescribed by a Physician for women with reproductive capacity (not including abortifacient drugs).
- Domestic and interpersonal violence screening and counseling for all women.
- Folic acid supplements for women who may become pregnant.
- Gestational diabetes screening for women 24 to 28 weeks pregnant and those at high risk of developing gestational diabetes.
- Gonorrhea screening for all women at higher risk.
- Hepatitis B screening for pregnant women at their first prenatal visit.
- HIV screening and counseling for sexually active women.
- Human papillomavirus (HPV) DNA test every 3 years for women with normal cytology results who are 30 or older.
- Osteoporosis screening for women over age 60 depending on risk factors.
- Rh incompatibility screening for all pregnant women and follow-up testing for women at higher risk.
- Sexually transmitted infections screening and counseling for sexually active women.
- Syphilis screening for all pregnant women or other women at increased risk.
- Tobacco use screening and interventions for all women, and expanded counseling for pregnant tobacco users.
- Urinary tract or other infection screening for pregnant women.

• Well-woman visits to get recommended services for women under 65.

Preventive care services for children:

- Alcohol and drug use assessments for adolescents.
- Autism screening for children at 18 and 24 months.
- Behavioral assessments and measurements for children at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Blood pressure screening for children at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Cervical dysplasia screening for sexually active females.
- Depression screening for adolescents.
- Developmental screening for children under age 3.
- Dyslipidemia screening for children at higher risk of lipid disorders at the following ages: 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Fluoride chemoprevention supplements for children without fluoride in their water source.
- Gonorrhea prevention medication for the eyes of all newborns.
- Hearing screening for all newborns.
- Height, weight and body mass index (BMI) measurements for children at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Hematocrit or hemoglobin screening for children.
- Hemoglobinopathies or sickle cell screening for newborns.
- Hepatitis B screening for adolescents at high risk, including adolescents from countries with 2 % or more Hepatitis B prevalence, and U.S.-born adolescents not vaccinated as infants and with at least one parent born in a region with 8% or more Hepatitis B prevalence: 11 to 17 years of age.
- HIV screening for adolescents at higher risk.
- Hypothyroidism screening for newborns.
- Immunization vaccines for children from birth to age 18 doses, recommended ages, and recommended populations vary.
- Iron supplements for children ages 6 to 12 months at risk for anemia
- Lead screening for children at risk of exposure
- Medical history for all children throughout development at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Obesity screening and counseling.
- Oral health risk assessment for young children ages: 0 to 11 months, 1 to 4 years, 5 to 10 years.
- Phenylketonuria (PKU) screening for this genetic disorder in newborns.
- Sexually transmitted infection (STI) prevention counseling and screening, including bacterial infections, except infections that result from accident Injury, or infection resulting from accidental, involuntary or unintentional ingestion of a contaminated substance.
- Tuberculin testing for children at higher risk of tuberculosis at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- Vision screening for all children.

#### 34. Reconstructive Breast Surgery Following Mastectomy.

Same as any other Sickness and in connection with a covered mastectomy. See Benefits for Reconstructive Breast Surgery Following Mastectomy.

#### 35. Diabetes Services.

Same as any other Sickness in connection with the treatment of diabetes.

Benefits will be paid for:

- Medically Necessary outpatient self-management training, education and medical nutrition therapy service when ordered by a Physician and provided by appropriately licensed or registered healthcare professionals.
- Prescription Drugs (including self-injected insulin), equipment, and supplies including insulin pumps and supplies, home blood glucose monitors, insulin syringes, hypodermic needles, blood glucose and urine test strips, ketone test strips and tablets and lancets and lancet devices.
- Routine diabetic foot care for the treatment of corns, calluses, and care of toenails.

See also Benefits for Diabetes.

#### 36. Home Health Care.

Services received from a licensed home health agency that are:

- Ordered by a Physician.
- Provided by a Registered Nurse, therapist, or home health aide in the Insured Person's home.
- Pursuant to a home health plan.

Benefits will be paid only when provided on a part-time, intermittent schedule and when skilled care is required. One visit equals up to four hours of skilled care services.

Benefits also include Private Duty Nursing services when:

- The Insured's Physician certifies that the services are Medically Necessary.
- The services are of such a nature that they cannot be provided by non-professional personnel and can only be provided by a licensed health care professional.

For the purposes of this benefit, "Private Duty Nursing" means skilled nursing service provided on a one-to-one basis by an actively practicing Registered Nurse (R.N.) or Licensed Practical Nurse (L.P.N.). Private duty nursing is shift nursing of 8 hours or greater per day and does not include nursing care of less than 8 hours per day. Private duty nursing does not include Custodial Care service.

Benefits under Home Health Care also include the following:

- Physical, speech, and occupational therapy. Services provided as part of Home Health Care are not subject to separate visits limits.
- Social services.
- Diagnostic services.
- Nutritional guidance.
- Training of the patient and/or family/caregiver.
- Medical Supplies.
- Durable Medical Equipment.

#### 37. Hospice Care.

The services and supplies listed below are Covered Medical Expenses when provided for the palliative care of pain and other symptoms that are part of a terminal disease. Palliative care means care that controls pain and relieves symptoms, but is not meant to cure a terminal illness. Covered Medical Expenses include:

- Care from an interdisciplinary team with the development and maintenance of an appropriate plan of care.
- Short-term Inpatient Hospital care when needed in periods of crisis or as respite care. Coverage includes short-term Inpatient care, including both respite care and procedures necessary for pain control and acute chronic symptom management. Respite care means non-acute Inpatient care for the Insured Person in order to provide the Insured Person's primary caregiver a temporary break from caregiving responsibilities.
- Skilled nursing services, home health aide services, and homemaker services given by or under the supervision of a Registered Nurse.
- Social services and counseling services from a licensed social worker.
- Nutritional support such as intravenous feeding and feeding tubes.
- Physical therapy, occupational therapy, speech therapy, and respiratory therapy given by a licensed therapist. There is no therapy visit maximum applied for these services.
- Pharmaceuticals, medical equipment, and supplies needed for pain management and the palliative care of Insured Person's condition, including oxygen and related respiratory therapy supplies.
- Bereavement (grief) services, including a review of the needs of the bereaved family and the development of a care plan to meet those needs, both before and after the Insured Person's death. Bereavement services are available to surviving members of the immediate family for one year after the Insured Person's death. Immediate family means the Insured Person's spouse, children, stepchildren, parents, brothers and sisters.

See Benefits for Hospice Care.

#### 38. Inpatient Rehabilitation Facility.

Services received while confined as a full-time Inpatient in a licensed Inpatient Rehabilitation Facility, including Medically Necessary services provided by a licensed therapist. Confinement in the Inpatient Rehabilitation Facility must follow within 24 hours of, and be for the same or related cause(s) as, a period of Hospital Confinement or Skilled Nursing Facility confinement.

Benefits include a day rehabilitation therapy program for Insureds who do not require Inpatient care but still require a rehabilitation therapy program four to eight hours a day at a Day Hospital. Day rehabilitation program services may consist of physical therapy, occupational therapy, speech therapy, nursing services, and neuropsychological services. A minimum of two therapy services must be provided for this program to be a Covered Medical Expense.

#### 39. Skilled Nursing Facility.

Services for convalescent care and rehabilitative care received while confined as an Inpatient in a Skilled Nursing Facility for treatment rendered for one of the following:

- In lieu of Hospital Confinement as a full-time inpatient.
- Within 24 hours following a Hospital Confinement and for the same or related cause(s) as such Hospital Confinement.

Benefits include room and board, rehabilitative services, Habilitative Services, drugs, biologicals, and supplies provided during the Skilled Nursing Facility stay. There is a benefit of a minimum of 100 days per stay.

#### 40. Urgent Care Center.

Often an urgent rather than an emergency health problem exists. An urgent health problem is an unexpected Sickness or Injury that calls for care that cannot wait until a regularly scheduled Physician's visit. Urgent health problems are not life threatening and do not call for the use of an emergency room. Urgent health problems include earache, sore throat, and fever (not above 104 degrees).

Benefits are limited to:

- The facility or clinic fee billed by the Urgent Care Center for the urgent care visit.
- The attending Physician's charges.
- X-rays.
- Lab services.
- Tests such as flu, urinalysis, pregnancy test, and rapid strep.
- Care for broken bones.
- Stitches for simple cuts.
- Draining an abscess.

All other services rendered during the visit will be paid as specified in the Schedule of Benefits.

#### 41. Hospital Outpatient Facility or Clinic.

Benefits are limited to:

- The facility or clinic fee billed by the Hospital.
- Blood or blood products.

All other services rendered during the visit will be paid as specified in the Schedule of Benefits.

#### 42. Approved Clinical Trials.

Routine Patient Care Costs incurred during participation in an Approved Clinical Trial for the treatment of cancer or other Life-threatening Condition. The Insured Person must be clinically eligible for participation in the Approved Clinical Trial according to the trial protocol and either: 1) the referring Physician is a participating health care provider in the trial and has concluded that the Insured's participation would be appropriate; or 2) the Insured provides medical and scientific evidence information establishing that the Insured's participation would be appropriate.

"Routine patient care costs" means Covered Medical Expenses which are typically provided absent a clinical trial and not otherwise excluded under the Policy. Routine patient care costs do not include:

- The experimental or investigational item, device or service, itself.
- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.

• A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

"Life-threatening condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

"Approved clinical trial" means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is described in any of the following:

- Federally funded trials that meet required conditions.
- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

See also Benefits for Clinical Trials for Treatment Studies on Cancer.

#### 43. Transplantation Services.

Same as any other Sickness for organ or tissue transplants and transfusions when ordered by a Physician. Benefits are available when the transplant meets the definition of a Covered Medical Expense.

When a human organ, tissue, stem cell / bone marrow transplants and infusions are provided from a living donor to a covered Insured Person, both the Insured and the donor may receive benefits. Benefits payable for the donor will be secondary to any other insurance plan, service plan, self-funded group plan, or any government plan that does not require the Policy to be primary.

Benefits also include:

- Necessary acquisition procedures, mobilization, harvest and storage.
- Myeloablative or reduced intensity preparative chemotherapy, radiation therapy, or a combination of these therapies.

No benefits are payable for transplants which are considered an Elective Surgery or Elective Treatment (as defined) and transplants involving permanent mechanical or animal organs.

Reasonable and necessary transportation and lodging expenses may be reimbursed based on the Company's guidelines for the recipient and companion or two companions if the recipient is a minor. Reasonable and necessary transportation and lodging expenses may be reimbursed based on the Company's guidelines for the donor when the recipient and donor are covered by the Company. Benefits may be limited based on the Company's guidelines if only the recipient is covered by the Company. Health services connected with the removal of an organ or tissue from an Insured Person for purposes of a transplant to another person are not covered.

#### 44. Pediatric Dental and Vision Services.

Benefits are payable as specified in the attached Pediatric Dental Services Benefits and Pediatric Vision Care Services Benefits endorsements.

#### 45. Allergy Testing/Treatment.

Same as any other Sickness for Medically Necessary allergy testing and treatment when ordered by a Physician.

Benefits include allergy serum, allergy shots and Physician visits for allergy shots.

#### 46. Dialysis.

Benefits are limited to services for acute renal failure and chronic (end-stage) renal disease, including hemodialysis, home intermittent peritoneal dialysis (IPD), home continuous cycling peritoneal dialysis (CCPD), and home continuous ambulatory peritoneal dialysis (CAPD). Services include dialysis treatments in an outpatient dialysis facility or a Physician's office. Services also include home dialysis and training for the Insured Person and the person who will help the Insured Person with home self-dialysis.

Benefits are provided for equipment, supplies, and services performed in a facility, a Physician's office, or in the Insured's home.

#### 47. Genetic Testing.

Benefits are limited to Medically Necessary diagnostic genetic testing and genetic counseling when ordered by a Physician.

Benefits include Medically Necessary BRCA and fetal screenings.

#### 48. Infertility.

Benefits are limited to the diagnosis and treatment of the underlying cause of the infertility.

Benefits do not include infertility treatments.

#### 49. Infusion Therapy.

Benefits for the infusion therapeutic agents, medication, and nutrients delivered and administered by a health care provider as part of a doctor's visit, home care visit, or at an outpatient facility, limited to the following:

- Infusion of enteral nutrition into the gastrointestinal tract.
- Infusion of total parenteral nutrition (TPN).
- Infusion of prescription medication administered either intravenously or parenterally. This includes antibiotic therapy and pain care.
- Chemotherapy.

Nursing services and Durable Medical Equipment received while receiving Infusion Therapy is covered.

#### 50. Lymphedema.

Benefits are payable for equipment, supplies, complex decongestive therapy, and outpatient self-management training and education for the treatment of lymphedema, when ordered by a Physician.

#### 51. Medical Foods.

Benefits are payable for nutrition infusion in the home and for special medical formulas which are the primary source of nutrition for Insureds with inborn errors of amino acid or organic acid metabolism, metabolic abnormality, or severe protein or soy allergies. Medical foods must be prescribed by a Physician and required to maintain adequate nutritional status. The written prescription must accompany the claim when submitted.

#### 52. Medical Supplies.

Medical supplies must meet all of the following criteria:

- Prescribed by a Physician. A written prescription must accompany the claim when submitted.
- Used once for the treatment of a covered Injury or Sickness.

Benefits are also payable for Medically Necessary:

- Hypodermic needles and syringes.
- Supplies needed for diabetes care.
- Surgical dressings and splints.

Benefits are limited to a 31-day supply per purchase.

#### 53. Oral and Maxillofacial Surgery.

Benefits are payable for:

- Maxillary or mandibular frenectomy when not related to a dental procedure.
- Alveoloectomy related to a tooth extraction.
- Orthognathic surgery required to attain functional capacity.
- Surgical services to the hard or soft tissue of the mouth not related to the treatment of teeth and supporting structures.
- Cleft lip, cleft palate, or ectodermal dysplasia.
- Oral / surgical correction of accidental Injury.
- Treatment of non-dental lesions, such as removal of tumors and biopsies.
- Incision and drainage of infection of soft tissue not including odontogenic cysts or abscesses.

#### 54. Ostomy Supplies.

Benefits for colostomy and ostomy supplies are limited to the following supplies:

- Pouches, face plates and belts.
- Irrigation sleeves, bags and ostomy irrigation catheters.
- Skin barriers.

Benefits are not available for deodorants, filters, lubricants, tape, appliance cleaners, adhesive, adhesive remover, or other items not listed above.

#### 55. Sleep Disorders.

Same as any other Sickness for the Medically Necessary testing and treatment of sleep disorders when ordered by a Physician and performed in a certified sleep laboratory. Coverage includes APAP, CPAP, BPAP and oral devices.

#### 56. TMJ Disorders.

Same as any other Sickness for treatment of temporomandibular and craniomandibular disorders. The temporomandibular joint connects the lower jaw to the temporal bone at the side of the head and the craniomandibular joint involves the head and neck muscles.

Coverage includes removable appliances for TMJ repositioning and related surgery, medical care, and diagnostic services. Benefits do not include fixed or removable appliances that involve movement or repositioning of the teeth, repair of the teeth (fillings), crowns, bridges or dentures.

#### 57. Vision Correction.

Benefits are payable for vision correction services and for prescribed eyeglasses or contact lenses only when required as a result of surgery or covered Injury. Benefits are limited to one pair of eye glasses or contact lenses per Policy Year. Benefits include:

- Purchase and fitting of eyeglasses or contact lenses prescribed to replace a human lens lost due to surgery or Injury.
- Pinhole glasses prescribed for use after surgery for a detached retina.
- Lenses prescribed instead of surgery for the following:
  - Contact lenses for the treatment of infantile glaucoma.
  - Corneal or scleral lenses prescribed in connection with keratoconus.
  - Scleral lenses prescribed to maintain moisture when normal tearing is not possible or not adequate.
  - Corneal or scleral lenses required to reduce a corneal irregularity other than astigmatism.
- Services for exams and replacement only if the prescription change is related to the condition that required the original prescription.

#### 58. Wigs.

Wigs and other scalp hair prosthesis as a result of hair loss due to cancer. Benefits are limited to one wig per benefit period.

#### Section 7: Mandated Benefits

#### BENEFITS FOR PREGNANCY FROM RAPE OR INCEST

Benefits will be paid as for any other Injury for pregnancy resulting from an act of rape or incest.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### **BENEFITS FOR MAMMOGRAPHY**

Benefits will be provided for low-dose screening Mammograms for determining the presence of occult breast cancer according to the following guidelines:

- 1. One screening Mammogram to persons age thirty-five through thirty-nine.
- 2. One Mammogram biennially to persons age forty through forty-nine.
- 3. One Mammogram annually to persons age fifty and over.

"Mammogram" shall mean an X-ray examination of the breast using equipment dedicated specifically for mammography, including but not limited to the X-ray tube, filter, compression device, screens, film and cassettes, with an average radiation exposure of less than one rad mid-breast, two views of each breast. The equipment used to perform the mammogram must meet the radiation protection regulations standards set forth by the Virginia Department of Health.

Mammograms covered by the Preventive Care Services Benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Schedule.

Mammograms not covered by the Preventive Care Services Benefit and received from a Preferred Provider shall be subject to all Preferred Provider Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

Mammograms not covered by the Preventive Care Services Benefit and received from an Out-of-Network Provider shall be subject to all Out-of-Network Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR PAP SMEARS

Benefits will be provided for an annual pap smear performed by any FDA approved gynecologic cytology screening technologies.

Pap smears covered by the Preventive Care Services Benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Schedule.

Pap smears not covered by the Preventive Care Services Benefit and received from a Preferred Provider shall be subject to all Preferred Provider Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

Pap smears not covered by the Preventive Care Services Benefit and received from an Out-of-Network Provider shall be subject to all Out-of-Network Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR PROSTATE CANCER SCREENING

Benefits will be provided (1) for Insureds age fifty and over and (2) for Insureds age forty and over who are at high risk for prostate cancer according to the most recent published guidelines of the American Cancer Society, for one PSA test in a twelve month period and digital rectal examinations, all in accordance with American Cancer Society guidelines. "PSA testing" means the analysis of a blood sample to determine the level of prostate specific antigen.

PSA testing covered by the Preventive Care Services Benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Schedule.

PSA testing not covered by the Preventive Care Services Benefit and received from a Preferred Provider shall be subject to all Preferred Provider Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

PSA testing not covered by the Preventive Care Services Benefit and received from an Out-of-Network Provider shall be subject to all Out-of-Network Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR COLORECTAL CANCER SCREENING

Benefits will be provided for colorectal cancer screening. Coverage shall include an annual fecal occult blood test, flexible sigmoidoscopy or colonoscopy, or, in appropriate circumstances, radiologic imaging shall be provided in accordance with the most recently published recommendations established by the American College of Gastroenterology in consultation with the American Cancer Society, for the ages, family histories, and frequencies referenced in such recommendations.

Colorectal cancer screening covered by the Preventive Care Services Benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Schedule.

Colorectal cancer screening not covered by the Preventive Care Services Benefit and received from a Preferred Provider shall be subject to all Preferred Provider Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

Colorectal Cancer screening not covered by the Preventive Care Services Benefit and received from an Out-of-Network Provider shall be subject to all Out-of-Network Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR RECONSTRUCTIVE BREAST SURGERY FOLLOWING MASTECTOMY

Benefits will be paid the same as any other Sickness for Reconstructive Breast Surgery. The reimbursement for Reconstructive Breast Surgery will be determined according to the same formula by which charges are developed for other medical and surgical procedures.

"Mastectomy" means the surgical removal of all or part of the breast. Breast prosthesis following a mastectomy is covered.

"Reconstructive breast surgery" means surgery performed (1) coincident with or following a Mastectomy or (2) following a Mastectomy to reestablish symmetry between the two breasts and while the Insured is covered under the Policy. Reconstructive breast surgery shall also include coverage for prostheses, determined as necessary in consultation with the attending Physician and Insured, and physical complications of Mastectomy, including Medically Necessary treatment of lymphedemas.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR INPATIENT COVERAGE FOLLOWING MASTECTOMY

Benefits will be paid the same as any other Sickness for a minimum of 48 hours of post mastectomy inpatient care following a radical or modified radical mastectomy and a minimum of 24 hours of inpatient care following a total mastectomy or a partial mastectomy with lymph node dissection for the treatment of breast cancer. Nothing in this section shall be construed as requiring inpatient coverage where the attending Physician in consultation with the patient determines that a shorter period of Hospital stay is appropriate.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### **BENEFITS FOR HYSTERECTOMY**

Benefits will be paid the same as any other Sickness for a minimum of 23 hours Hospital stay for a laparoscopy-assisted vaginal hysterectomy and 48 hours for a vaginal hysterectomy. Nothing in this section shall be construed as requiring the total hours referenced when the attending Physician in consultation with the patient determines that a shorter period of Hospital stay is appropriate.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR MENTAL ILLNESS AND SUBSTANCE USE DISORDER

Benefits will be paid the same as any other Sickness for inpatient, outpatient and partial hospitalization for Mental Illness and Substance Use Disorder services as follows:

- 1) Treatment for an adult as an Inpatient at a Hospital, inpatient unit of a mental health treatment center, alcohol or drug rehabilitation facility or intermediate care facility.
- 2) Treatment for a child or adolescent as an Inpatient at a Hospital, inpatient unit of a mental health treatment center, alcohol or drug rehabilitation facility or intermediate care facility.
- 3) Inpatient benefit may be converted when Medically Necessary at the option of the person or the parent, as defined in Virginia Statute 16.1-336, of a child or adolescent receiving such treatment to a partial hospitalization benefit applying a formula which shall be no less favorable than an exchange of 1.5 days of partial hospitalization coverage for each inpatient day of coverage.

Benefits will be paid the same as any other Sickness for outpatient Mental Illness and Substance Use Disorder services for outpatient treatment of an adult, child or adolescent. Medication management visits shall be covered in the same manner as a medication management visit for the treatment of physical illness. If all covered expenses for a visit for outpatient Mental Illness or Substance Use Disorder treatment apply toward any Deductible required by the Policy, such visit shall not count toward the outpatient visit benefit maximum set forth in the Policy.

Benefits also include:

- 1) Diagnosis and treatment of psychiatric conditions.
- 2) Individual psychotherapy.
- 3) Group psychotherapy.
- 4) Psychological testing.
- 5) Counseling with family members to assist with the Insured's diagnosis and treatment.
- 6) Convulsive therapy treatment.

Benefits for Inpatient services for Substance Use Disorder, eating disorders, and the like must be provided in a Hospital or treatment facility that is licensed to provide a continuous, structured program of treatment and rehabilitation, including 24-houra-day nursing care. Residential treatment is specialized 24-hour treatment in a licensed residential treatment center or intermediate care facility. It offers individualized and intensive treatment. It includes observation and assessment by a psychiatrist at least weekly and rehabilitation, therapy, education, and recreational or social activities. Coverage includes Hospital and inpatient professional charges in any Hospital or facility required by state law. Benefits are not provided for care received from a residential treatment facility or other non-skilled, sub-acute care setting if the services are custodial, residential, or domiciliary in nature.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### **BENEFITS FOR DIABETES**

Benefits will be paid for diabetes equipment and supplies and outpatient self-management training and education, including medical nutrition therapy, for the treatment of insulin-dependent diabetes, insulin-using diabetes, gestational diabetes and noninsulin using diabetes if prescribed by a health care professional legally authorized to prescribe such items under law. Diabetes outpatient self-management training and education shall be provided by a certified, registered or licensed health care professional.

As provided in the benefit, diabetes equipment and supplies shall not be considered durable medical equipment under this Policy.

Benefits shall be subject to any Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR CLINICAL TRIALS FOR TREATMENT STUDIES ON CANCER

Benefits will be paid the same as any other Sickness for Patient Costs incurred during participation in clinical trials for treatment studies on cancer, including ovarian cancer trials.

"Patient cost" means the cost of a medically necessary health care service that is incurred as a result of the treatment being provided to the Insured for purposes of a clinical trial. Patient cost does not include (1) the cost of nonhealth care services that a patient may be required to receive as a result of the treatment being provided for purposes of a clinical trial, (2) costs associated with managing the research associated with the clinical trial, or (3) the cost of the investigational drug or device.

Coverage for Patient Costs incurred during clinical trials for treatment studies on cancer shall be provided if the treatment is being conducted in a Phase II, Phase III, or Phase IV clinical trial. Such treatment may be provided on a case-by-case basis if the treatment is being provided in a Phase I clinical trial. The treatment shall be provided by a clinical trial approved by:

- 1. The National Cancer Institute (NCI); An NCI cooperative group or an NCI center.
- 2. The Federal Food and Drug Administration (FDA) in the form of an investigational new drug application.
- 3. The federal Department of Veterans Affairs.

4. An institutional review board of an institution in the Commonwealth of Virginia that has a multiple project assurance contract approved by the Office of Protection from Research Risks of the NCI.

The facility and personnel providing the treatment shall be capable of doing so by virtue of their experience, training, and expertise.

This benefit shall apply only if all the following apply:

- 1. There is no clearly superior, noninvestigational treatment alternative.
- 2. The available clinical or preclinical data provides a reasonable expectation that the treatment will be at least as effective as the noninvestigational alternative.
- 3. The Insured and the Physician or health care provider who provides services to the Insured conclude that the Insured's participation in the clinical trial would be appropriate, pursuant to procedures established by the Company, as disclosed in the policy and evidence of coverage.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR PRESCRIPTIONS FOR CANCER PAIN IN EXCESS OF RECOMMENDED DOSAGE

Benefits will be paid the same as any other Prescription Drug for any drug approved by the United States Food and Drug Administration for use in the treatment of cancer pain. Benefits will not be denied on the basis that the dosage is in excess of the recommended dosage of the pain-relieving agent, if the prescription in excess of the recommended dosage has been prescribed in compliance with Virginia Statutes 54.1-2971.01, 54.1-3303 and 54.1-3408.1 for a patient with intractable cancer pain.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR PRESCRIPTION DRUGS FOR CANCER TREATMENT AND TREATMENT OF A COVERED INDICATION

Benefits will be paid for Prescription Drugs, whether on an inpatient or an outpatient basis, including all services that are a Medical Necessity associated with the administration of the drug, to treat cancer subject to the following provisions.

Benefits will not be denied for any drug approved by the United States Food and Drug Administration (FDA) for use in the treatment of cancer on the basis that the drug has not been approved by the FDA for the treatment of the specific type of cancer for which the drug has been prescribed, provided the drug has been recognized as safe and effective for treatment of that specific type of cancer in any of the Standard Reference Compendia.

Benefits will not be denied for any drug prescribed to treat a covered indication so long as the drug has been approved by the FDA for at least one indication and the drug is recognized for treatment of the covered indication in one of the Standard Reference Compendia or in substantially accepted Peer-reviewed Medical Literature.

"Standard reference compendia" means the American Hospital Formulary Service Drug Information, the National Comprehensive Cancer Network's Drugs & Biologics Compendium, or the Elsevier Gold Standard's Clinical Pharmacology.

"Peer-reviewed medical literature" means a scientific study published only after having been critically reviewed for scientific accuracy, validity, and reliability by unbiased independent experts in a journal that has been determined by the International Committee of Medical Journal Editors to have met the Uniform Requirements for Manuscripts submitted to biomedical journals. Peer-reviewed medical literature does not include publications or supplements to publications that are sponsored to a significant extent by a pharmaceutical manufacturing company or health carrier.

This provision shall not be construed to do any of the following:

- 1. Require coverage for any drug if the FDA has determined its use to be contraindicated for the treatment of the specific type of cancer or indication for which the drug has been prescribed.
- 2. Require coverage for any experimental drug not otherwise approved for any indication by the FDA.
- 3. Alter any law with regard to provisions limiting the coverage of drugs that have not been approved by the FDA.

4. Create, impair, alter, limit, modify, enlarge, abrogate, or prohibit reimbursement for drugs used in the treatment of any other disease or condition.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### **BENEFITS FOR HOSPICE CARE**

Benefits will be paid the same as any other Sickness for Hospice Services.

"Hospice services" shall mean a coordinated program of home and inpatient care provided directly or under the direction of a hospice licensed under Article 7 (32.1-162.1 et seq.) of Chapter 5 of Title 32.1, and shall include palliative and supportive physical, psychological, psychosocial and other health services to individuals with a terminal illness utilizing a medically directed interdisciplinary team.

"Individuals with a terminal illness" shall mean individuals whose condition has been diagnosed as terminal by a licensed Physician, whose medical prognosis is death within six months, and who elect to receive palliative rather than curative care.

"Palliative care" shall mean treatment directed at controlling pain, relieving other symptoms, and focusing on the special needs of the patient as he experiences the stress of the dying process, rather than treatment aimed at investigation and intervention for the purpose of cure or prolongation of life.

Documentation requirements shall be no greater than those required for the same service under Medicare.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR HOME TREATMENT OF HEMOPHILIA AND CONGENITAL BLEEDING DISORDERS

Benefits will be paid the same as any other Sickness for the Home Treatment of routine bleeding episodes associated with hemophilia and other congenital bleeding disorders. Benefits include coverage for the purchase of Blood Products, administration of Blood Products, blood services, and Blood Infusion Equipment required for Home Treatment of routine bleeding episodes when the Home Treatment Program is under the supervision of the state-approved treatment center.

"Home treatment program" means a program where individuals or family members are trained to provide infusion therapy at home in order to achieve optimal health and cost effectiveness.

"State-approved hemophilia treatment center" means a Hospital or clinic which received federal or state Maternal and Child Health Bureau and/or Centers for Disease Control funds to conduct comprehensive care for persons with hemophilia and other congenital bleeding disorders.

"Blood infusion equipment' includes but is not limited to syringes and needles.

"Blood Product" includes but is not limited to, Factor VII, Factor VIII, Factor IX and cryoprecipitate.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR TREATMENT INVOLVING BONES AND JOINTS OF THE HEAD, NECK, FACE OR JAW

Benefits will be paid for diagnostic and surgical treatment involving any bone or joint of the head, neck, face or jaw the same as for the diagnosis and treatment to any bone or joint of the skeletal structure. Such treatment must be required because of a Sickness or Injury which prevents normal function of the joint or bone and be deemed a Medical Necessity to attain functional capacity of the affected part.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### **BENEFITS FOR PROSTHETIC DEVICES**

Benefits will be paid the same as any other Sickness for Medically Necessary Prosthetic Devices, including their repair, fitting, replacement, and components. When services are provided by a Preferred Provider, the Insured's portion of the coinsurance shall not exceed 30% for such Prosthetic Devices.

"Component" means the materials and equipment needed to ensure the comfort and functioning of a prosthetic device.

"Limb" means an arm, hand, leg, foot, or any portion thereof.

"Prosthetic device" means an artificial device to replace, in whole or in part, a limb.

Benefits do not include devices primarily for athletic purposes or repair or replacement due to an Insured's neglect, misuse, or abuse.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

## BENEFITS FOR GENERAL ANESTHESIA AND HOSPITALIZATION FOR DENTAL CARE

Benefits will be paid the same as any other Sickness for medically necessary general anesthesia and hospitalization or facility charges of a facility licensed to provide outpatient surgical procedures for dental care provided to an Insured who is determined by a licensed dentist in consultation with the Insured's treating Physician to require general anesthesia and admission to a hospital or outpatient surgery facility to effectively and safely provide dental care and is one of the following:

- 1. Under the age of five.
- 2. Severely disabled.
- 3. Has a medical condition and requires admission to a Hospital or outpatient surgery facility for dental care treatment.

For purposes of this provision, a determination of Medical Necessity shall include but not be limited to a consideration of whether the age, physical condition or mental condition of the Insured requires the utilization of general anesthesia and the admission to a Hospital or outpatient surgery facility to safely provide the underlying dental care.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR TELEMEDICINE SERVICES

Benefits will be paid the same as any other Sickness for medically necessary healthcare services provided through Telemedicine Services.

"Telemedicine services" means the use of interactive audio, video, or other electronic media used for the purpose of diagnosis, consultation, or treatment. "Telemedicine services" do not include an audio-only telephone, electronic mail message, or facsimile transmission or on-line questionnaire.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

#### BENEFITS FOR ORALLY ADMINISTERED CANCER CHEMOTHERAPY DRUGS

Benefits will be paid for prescribed, orally administered anticancer medications used to kill or slow the growth of cancerous cells.

Benefits shall be subject to all Deductibles, Copayment, Coinsurance, limitations, or any other provisions of the Policy; provided that the Copayment, Coinsurance, and Deductibles are at least as favorable to an Insured Person as the Copays, Coinsurance or Deductibles that apply to intravenous or injected anticancer medications.

#### BENEFITS FOR AUTISM SPECTRUM DISORDER

Benefits will be paid the same as any other Sickness for the Diagnosis of Autism Spectrum Disorder and the Treatment of Autism Spectrum Disorder.

"Autism Spectrum Disorder" means any pervasive developmental disorder, including:

- 1. Autistic disorder.
- 2. Asperger's syndrome.
- 3. Rett syndrome.
- 4. Childhood disintegrative disorder.
- 5. Pervasive Developmental Disorder Not Otherwise Specified, as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association.

"Diagnosis of Autism Spectrum Disorder" means Medically Necessary assessments, evaluations, or tests to diagnose whether an individual has an Autism Spectrum Disorder.

"Treatment of Autism Spectrum Disorder" shall be identified in a treatment plan and includes the following Medically Necessary care prescribed or ordered by a Physician or Psychologist for an Insured diagnosed with Autism Spectrum Disorder:

- 1. Behavioral health treatment including professional, counseling, and guidance services and treatment programs that are necessary to develop, maintain, or restore, to the maximum extent practicable, the functioning an individual.
- 2. Pharmacy care including medications prescribed by a Physician and any health-related services deemed medically necessary to determine the need or effectiveness of the medications.
- 3. Psychiatric care and Psychological care such as direct or consultative services provided by a licensed Psychiatrist or Psychologist.
- 4. Therapeutic care provided by a licensed or certified speech therapist, occupational therapist, physical therapist, or clinical social worker.
- 5. Applied behavior analysis when provided or supervised by a board certified behavior analyst licensed by the Board of Medicine. The prescribing practitioner shall be independent of the provider of applied behavior analysis.

Except for Inpatient services, if an Insured is receiving treatment for an Autism Spectrum Disorder, the company shall have the right to review that treatment, but not more than once every 12 months, unless the Company and the Insured's Physician agree that more frequent review is necessary.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# **Section 8: Coordination of Benefits Provision**

Benefits will be coordinated with any other eligible medical, surgical, or hospital Plan or coverage so that combined payments under all programs will not exceed 100% of Allowable Expenses incurred for covered services and supplies.

#### Definitions

- 1. Allowable Expenses: Any health care expense, including Coinsurance, or Copays and without reduction for any applicable Deductible that is covered in full or in part by any of the Plans covering the Insured Person. If a Plan is advised by an Insured Person that all Plans covering the Insured Person are high-deductible health Plans and the Insured Person intends to contribute to a health savings account established in accordance with section 223 of the Internal Revenue Code of 1986, the primary high-deductible health Plan's deductible is not an allowable expense, except for any health care expense incurred that may not be subject to the deductible as described in s 223(c)(2)(C) of the Internal Revenue Code of 1986. If a Plan provides benefits in the form of services, the reasonable cash value of each service is considered an allowable expense and a benefit paid. An expense or service or a portion of an expense or service that is not covered by any of the Plans is not an allowable expense. Any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging an Insured Person is not an allowable expense. Expenses that are not allowable include all of the following.
  - The difference between the cost of a semi-private hospital room and a private hospital room, unless one of the Plans provides coverage for private hospital rooms.

- For Plans that compute benefit payments on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specified benefit.
- For Plans that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees.
- If one Plan calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology and another Plan calculates its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, that negotiated fee or payment shall be the allowable expense used by the Secondary Plan to determine its benefits.

The amount of any benefit reduction by the Primary Plan because an Insured Person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admission, and preferred provider arrangements.

2. **Plan:** A form of coverage with which coordination is allowed.

Plan includes all of the following:

- Group insurance contracts and subscriber contracts.
- Uninsured arrangements of group or group-type coverage.
- Group coverage through closed panel Plans.
- Group-type contracts, including blanket contracts.
- The medical care components of long-term care contracts, such as skilled nursing care.
- Medicare or other governmental benefits, as permitted by law, except for Medicare supplement coverage. That part of the definition of Plan may be limited to the hospital, medical, and surgical benefits of the governmental program.

Plan does not include any of the following:

- Hospital indemnity coverage benefits or other fixed indemnity coverage.
- Accident only coverage.
- Limited benefit health coverage as defined by state law.
- Specified disease or specified accident coverage.
- School accident-type coverages that cover students for accidents only, including athletic injuries, either on a twenty four hour basis or on a "to and from school" basis;
- Benefits provided in long term care insurance policies for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care, and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services.
- Medicare supplement policies.
- State Plans under Medicaid.
- A governmental Plan, which, by law, provides benefits that are in excess of those of any private insurance Plan or other nongovernmental Plan.
- An Individual Health Insurance Contract.
- 3. **Primary Plan:** A Plan whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if: 1) the Plan either has no order of benefit determination rules or its rules differ from those outlined in this Coordination of Benefits Provision; or 2) all Plans that cover the Insured Person use the order of benefit determination rules and under those rules the Plan determines its benefits first.
- 4. **Secondary Plan:** A Plan that is not the Primary Plan.
- 5. We, Us or Our: The Company named in the Policy.

**Rules for Coordination of Benefits** - When an Insured Person is covered by two or more Plans, the rules for determining the order of benefit payments are outlined below.

The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

If an Insured is covered by more than one Secondary Plan, the Order of Benefit Determination rules in this provision shall decide the order in which the Secondary Plan's benefits are determined in relation to each other. Each Secondary Plan shall take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plans, which has its benefits determined before those of that Secondary Plan.

A Plan that does not contain a coordination of benefits provision that is consistent with this provision is always primary unless the provisions of both Plans state that the complying Plan is primary. This does not apply to coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this 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.

If the Primary Plan is a closed panel Plan and the Secondary Plan is not a closed panel Plan, the Secondary Plan shall pay or provide benefits as if it were the Primary Plan when an Insured Person uses a non-panel provider, except for emergency services or authorized referrals that are paid or provided by the Primary Plan.

A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

Order of Benefit Determination - Each Plan determines its order of benefits using the first of the following rules that apply:

- 1. Non-Dependent/Dependent. The benefits of the Plan which covers the person as an employee, member or subscriber are determined before those of the Plan which covers the person as a Dependent. If the person is a Medicare beneficiary, and, as a result of the provisions of Title XVII of the Social Security Act and implementing regulations, Medicare is both (i) secondary to the Plan covering the person as a dependent; and (ii) primary to the Plan covering the person as other than a dependent, then the order of benefit is reversed. The Plan covering the person as an employee, member, subscriber, policyholder or retiree is the Secondary Plan and the other Plan covering the person as a dependent is the Primary Plan.
- 2. Dependent Child/Parents Married or Living Together. When this Plan and another Plan cover the same child as a Dependent of different persons, called "parents" who are married or are living together whether or not they have ever been married:
  - the benefits of the Plan of the parent whose birthday falls earlier in a year exclusive of year of birth are determined before those of the Plan of the parent whose birthday falls later in that year.
  - However, if both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.
- 3. Dependent Child/Parents Divorced, Separated or Not Living Together. If two or more Plans cover a person as a Dependent child of parents who are divorced or separated or are not living together, whether or not they have ever been married, benefits for the child are determined in this order:

If the specific terms of a court decree state that one of the parents is responsible for the health care services or expenses of the child and that Plan has actual knowledge of those terms, that Plan is Primary. If the parent with financial responsibility has no coverage for the child's health care services or expenses, but that parent's spouse does, the spouse's Plan is the Primary Plan. This item shall not apply with respect to any Plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.

If a court decree states that both parents are responsible for the child's health care expenses or coverage, the order of benefit shall be determined in accordance with part (2).

If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the child, the order of benefits shall be determined in accordance with the rules in part (2).

If there is no court decree allocating responsibility for the child's health care expenses or coverage, the order of benefits are as follows:

- First, the Plan of the parent with custody of the child.
- Then the Plan of the spouse of the parent with the custody of the child.
- The Plan of the parent not having custody of the child.
- Finally, the Plan of the spouse of the parent not having custody of the child.
- 4. **Dependent Child/Non-Parental Coverage.** If a Dependent child is covered under more than one Plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, as if those individuals were parents of the child.
- 5. Active/Inactive Employee. The benefits of a Plan which covers a person as an employee who is neither laid off nor retired (or as that employee's Dependent) are determined before those of a Plan which covers that person as a laid off or retired employee (or as that employee's Dependent). 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.
- 6. **COBRA or State Continuation Coverage.** If a person whose coverage is provided under COBRA or under a right of continuation pursuant to federal or state law also is covered under another Plan, the following shall be the order of benefit determination:
  - First, the benefits of a Plan covering the person as an employee, member or subscriber or as that person's Dependent.
  - Second, the benefits under the COBRA or continuation coverage.
  - If the other Plan does not have the rule described here and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
- 7. Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

If none of the provisions stated above determine the Primary Plan, the Allowable Expenses shall be shared equally between the Plans.

Effect on Benefits - When Our Plan is secondary, We may reduce Our benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to the Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan Deductible any amounts it would have credited to its Deductible in the absence of other health care coverage.

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

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

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

# Section 9: Accidental Death and Dismemberment Benefits

## Loss of Life, Limb or Sight

If such Injury shall independently of all other causes and within 180 days from the date of Injury solely result in any one of the following specific losses, the Insured Person or beneficiary may request the Company to pay the applicable amount below in addition to payment under the Medical Expense Benefits.

#### For Loss Of

Life	\$5,000.00
Two or More Members	\$5,000.00
One Member	\$2,500.00
Thumb or Index finger	\$1,250.00

Member means hand, arm, foot, leg, or eye. Loss shall mean with regard to hands or arms and feet or legs, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.

# **Section 10: Definitions**

**ADOPTED OR NEWBORN CHILD** means: 1) a newly born child of the Insured from the moment of birth provided that person is insured under this Policy; 2) a child adopted by the Insured provided the person adopting the child is insured under this Policy on the date the adoption becomes effective; and 3) a child who has been placed for adoption with the Insured provided the person adopting the child is insured under the Policy on the date the child is placed with the Insured. Such child will be covered under the Policy for the first 31 days after: 1) birth of the newly born child; 2) the effective date of adoption of the child; and 3) the date of placement of the child for adoption, unless the placement is disrupted prior to final decree of adoption, and the child is removed from placement with the Insured. Coverage for such a child will be for Injury or Sickness, including medically diagnosed congenital defects, birth abnormalities, prematurity, nursery care; inpatient and outpatient dental services and dental appliances, oral surgical services, and orthodontic services which are medically necessary for the treatment of medically diagnosed cleft lip, cleft palate or ectodermal dysplasia. Benefits will be the same as for the Insured Person who is the child's parent.

**COINSURANCE** means the percentage of Covered Medical Expenses that the Company pays.

**COMPLICATION OF PREGNANCY** means a condition: 1) caused by pregnancy; 2) requiring medical treatment prior to, or subsequent to termination of pregnancy; 3) the diagnosis of which is distinct from pregnancy; and 4) which constitutes a classifiably distinct complication of pregnancy. A condition simply associated with the management of a difficult pregnancy is not considered a complication of pregnancy.

**CONGENITAL CONDITION** means a medical condition or physical anomaly arising from a defect existing at birth.

**COPAY/COPAYMENT** means a specified dollar amount that the Insured is required to pay for certain Covered Medical Expenses.

**COVERED MEDICAL EXPENSES** means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the Preferred Allowance when the Policy includes Preferred Provider benefits and the charges are received from a Preferred Provider; 3) not in excess of the maximum benefit amount payable per service as specified in the Schedule of Benefits; 4) made for services and supplies not excluded under the Policy; 5) made for services and supplies which are a Medical Necessity; 6) made for services included in the Schedule of Benefits; and 7) in excess of the amount stated as a Deductible, if any.

Covered Medical Expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

**CUSTODIAL CARE** means services that are any of the following:

1. Non-health related services, such as assistance in activities.

- 2. Health-related services that are provided for the primary purpose of meeting the personal needs of the patient or maintaining a level of function (even if the specific services are considered to be skilled services), as opposed to improving that function to an extent that might allow for a more independent existence.
- 3. Services that do not require continued administration by trained medical personnel in order to be delivered safely and effectively.

DAY HOSPITAL means a facility that provides day rehabilitation services on an outpatient basis.

**DEDUCTIBLE** means if an amount is stated in the Schedule of Benefits or any endorsement to the Policy as a deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The deductible will apply as specified in the Schedule of Benefits.

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

**EMERGENCY SERVICES** means with respect to a Medical Emergency:

- 1. A medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and
- 2. Such further medical examination and treatment to stabilize the patient to the extent they are within the capabilities of the staff and facilities available at the Hospital.

**HABILITATIVE SERVICES** means coverage for health care services that help a person keep, learn, or improve skills and functioning for daily living. This includes services for people with disabilities in an Inpatient or outpatient setting.

Habilitative services do not include services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and residential treatment are not habilitative services.

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

For the treatment of Mental Illness and Substance Use Disorders, Hospital also means a licensed alcohol or drug rehabilitation facility, intermediate care facility, and mental health treatment facility. These facilities are not required to provide organized facilities for major surgery on the premises on a prearranged basis.

**HOSPITAL CONFINED/HOSPITAL CONFINEMENT** means confinement as an Inpatient in a Hospital by reason of an Injury or Sickness for which benefits are payable.

**INJURY** means bodily injury which is all of the following:

- 1. Directly and independently caused by specific accidental contact with another body or object.
- 2. Unrelated to any pathological, functional, or structural disorder.
- 3. A source of loss.
- 4. Treated by a Physician within 30 days after the date of accident.
- 5. Sustained while the Insured Person is covered under the Policy.

All injuries sustained in one accident, including all related conditions and recurrent symptoms of these injuries will be considered one injury. Injury does not include loss which results wholly or in part, directly or indirectly, from disease or other bodily infirmity. Covered Medical Expenses incurred as a result of an injury that occurred prior to the Policy's Effective Date will be considered a Sickness under the Policy.

**INPATIENT** means an uninterrupted confinement that follows formal admission to a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility by reason of an Injury or Sickness for which benefits are payable under the Policy.

**INPATIENT REHABILITATION FACILITY** means a long term acute inpatient rehabilitation center, a Hospital (or special unit of a Hospital designated as an inpatient rehabilitation facility) that provides rehabilitation health services on an Inpatient basis as authorized by law.

**INSURED PERSON** means the Named Insured. The term Insured also means Insured Person.

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

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

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

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

**MEDICAL NECESSITY/MEDICALLY NECESSARY** means those services or supplies provided or prescribed by a Hospital or Physician which are all of the following:

- 1. Essential for the symptoms and diagnosis or treatment of the Sickness or Injury.
- 2. Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury.
- 3. In accordance with the standards of good medical practice.
- 4. Not primarily for the convenience of the Insured, or the Insured's Physician.
- 5. The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being confined as an Inpatient means that both:

- 1. The Insured requires acute care as a bed patient.
- 2. The Insured cannot receive safe and adequate care as an outpatient.

The Policy only provides payment for services, procedures and supplies which are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Inpatient confinement.

**MENTAL ILLNESS** means a Sickness that is a mental, emotional or behavioral disorder listed in the mental health or psychiatric diagnostic categories in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. If not excluded or defined elsewhere in the Policy, all mental health or psychiatric diagnoses are considered one Sickness.

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

**OUT-OF-POCKET MAXIMUM** means the amount of Covered Medical Expenses that must be paid by the Insured Person before Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year. Refer to the Schedule of Benefits for details on how the Out-of-Pocket Maximum applies.

**PHYSICIAN** means a legally qualified licensed practitioner of the healing arts, including but not limited to a doctor, nurse, physician's assistant, chiropractor, optometrist, optician, professional counselor, psychologist, clinical social worker, podiatrist, physical therapist, chiropodist, clinical nurse specialist who renders mental health services, audiologist, speech pathologist, certified nurse midwife, marriage and family therapist or licensed acupuncturist who provides care within the scope of his/her license, other than a member of the person's immediate family.

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

**PHYSIOTHERAPY** means short-term outpatient rehabilitation therapies (including Habilitative Services) administered by a Physician.

POLICY OR MASTER POLICY means the entire agreement issued to the Policyholder that includes all of the following:

- 1. The Policy.
- 2. The Policyholder Application.
- 3. The Certificate of Coverage.
- 4. The Schedule of Benefits.
- 5. Endorsements.
- 6. Amendments.

**POLICY YEAR** means the period of time beginning on the Policy Effective Date and ending on the Policy Termination Date.

**POLICYHOLDER** means the institution of higher education to whom the Master Policy is issued.

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

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

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

SKILLED NURSING FACILITY means a Hospital or nursing facility that is licensed and operated as required by law.

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

**STABILIZE** means to provide treatment that assures that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility, or with respect to a pregnant woman, that the woman has delivered, including the placenta.

**SUBSTANCE USE DISORDER** means a Sickness that is listed as an alcoholism and substance use disorder in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*. The fact that a disorder is listed in the *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment of the disorder is a Covered Medical Expense. If not excluded or defined elsewhere in the Policy, all alcoholism and substance use disorders are considered one Sickness.

**URGENT CARE CENTER** means a licensed health care facility that is separate from a Hospital and whose main purpose is giving immediate, short-term medical care, without an appointment, for urgent care.

**USUAL AND CUSTOMARY CHARGES** means the maximum amount the Policy is obligated to pay for services. Except as otherwise required under state or federal regulations, usual and customary charges will be the lowest of:

1. The billed charge for the services.

- 2. An amount determined using current publicly-available data which is usual and customary when compared with the charges made for a) similar services and supplies and b) to persons having similar medical conditions in the geographic area where service is rendered.
- 3. An amount determined using current publicly-available data reflecting the costs for facilities providing the same or similar services, adjusted for geographical difference where applicable, plus a margin factor.

The Company uses data from FAIR Health, Inc. and/or Data iSight to determine Usual and Customary Charges. No payment will be made under the Policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges.

# Section 11: Exclusions and Limitations

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

- 1. Acupuncture.
- 2. Addiction, such as:
  - Caffeine addiction.
  - Non-chemical addiction, such as: gambling, sexual, spending, shopping, working and religious.
  - Codependency.
- 3. Behavioral problems. Conceptual handicap. Developmental delay or disorder or intellectual disability. Learning disabilities. Milieu therapy. Parent-child problems.
- 4. Biofeedback.
- 5. Cosmetic procedures, except reconstructive procedures to:
  - Correct an Injury or treat a Sickness for which benefits are otherwise payable under the Policy. The primary result of the procedure is not a changed or improved physical appearance.
  - Correct a Congenital Condition that causes a functional impairment.
  - Correct significant deformities caused by congenital or developmental abnormalities, disease, trauma or previous therapeutic process in order to create a more normal appearance.
- 6. Custodial Care.
  - Care provided in: rest homes, health resorts, homes for the aged, halfway houses, college infirmaries or places mainly for domiciliary or Custodial Care.
  - Extended care in treatment or substance use facilities for domiciliary or Custodial Care.
- 7. Dental treatment, except:
  - As provided in the Dental Treatment benefit.
  - As specifically provided in the Schedule of Benefits.
  - This exclusion does not apply to benefits specifically provided in Pediatric Dental Services.
  - Elective Surgery or Elective Treatment.
- 9. Elective abortion.

8.

- 10. Foot care for the following:
  - Flat foot conditions.
  - Supportive devices for the foot.
  - Fallen arches.
  - Weak feet.
  - Chronic foot strain.
  - Routine foot care including the care, cutting and removal of corns, calluses, toenails, and bunions (except capsular or bone surgery).

This exclusion does not apply to routine or preventive foot care for Insured Persons with diabetes. It also does not apply to an Insured Person with vascular disease.

- 11. Health spa or similar facilities. Strengthening programs.
- 12. Hearing examinations. Hearing aids. Other treatment for hearing defects and hearing loss. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process. This exclusion does not apply to:
  - Hearing defects or hearing loss as a result of an infection or Injury.
  - Benefits specifically provided in Benefits for Newborn Infant Hearing Screening.
- 13. Hirsutism. Alopecia.
- 14. Hypnosis.
- 15. Immunizations for travel or work.
- 16. Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation.

- 17. Investigational services.
- 18. Lipectomy.
- 19. Participation in a riot or civil disorder. Commission of or attempt to commit a felony.
- 20. Prescription Drugs, services or supplies as follows:
  - Therapeutic devices or appliances, including: support garments and other non-medical substances, regardless of intended use, except as specifically provided in the Policy.
  - Immunization agents, except as specifically provided in the Policy.
  - Drugs labeled, "Caution limited by federal law to investigational use" or experimental drugs.
  - Products used for cosmetic purposes.
  - Drugs used to treat or cure baldness. Anabolic steroids used for body building.
  - Anorectics drugs used for the purpose of weight control.
  - Fertility agents, such as Parlodel, Pergonal, Clomid, Profasi, Metrodin, or Serophene.
  - Growth hormones.
  - Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.
- 21. Reproductive/Infertility services including but not limited to the following:
  - Procreative counseling.
  - Genetic counseling and genetic testing, except as specifically provided in Genetic Testing.
  - Cryopreservation of reproductive materials. Storage of reproductive materials.
  - Infertility treatment (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception, except to diagnose or treat the underlying cause of the infertility.
  - Premarital examinations.
  - Reversal of sterilization procedures, except for reversal of sterilization that was due to non-elective sterilization that resulted from Sickness or Injury.
  - Impotence, organic or otherwise.
- 22. Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study, except as specifically provided in the Benefits for Clinical Trials for Treatment Studies on Cancer.
- 23. Routine eye examinations. Eye refractions. Eyeglasses. Contact lenses. Prescriptions or fitting of eyeglasses or contact lenses. Vision correction surgery. Treatment for visual defects and problems. This exclusion does not apply as follows:
  - When due to a covered Injury or disease process.
  - To benefits specifically provided in Pediatric Vision Services.
  - To eyeglasses or contact lenses as described under Vision Correction in the Policy.
- 24. Routine Adopted or Newborn Child Care and well-baby nursery and related Physician charge, except as specifically provided in the Policy.
- 25. Services provided normally without charge by the Health Service of the Policyholder.
- 26. Nasal and sinus surgery, except for treatment of a covered Injury or treatment of chronic sinusitis.
  - This exclusion does not apply to:
    - Maxillary or mandibular frenectomy when not related to a dental procedure.
    - Alveolectomy related to tooth extraction
    - Orthognathic surgery required to attain functional capacity.
    - Surgical services on the hard or soft tissue of the mouth for purposes not related to treat or help teeth and supporting structures.
    - Treatment of cleft lip, cleft palate, or ectodermal dysplasia.
- 27. Naturopathic services.
- 28. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional.
- 29. Surgical breast reduction, breast augmentation, breast implants or breast prosthetic devices, or gynecomastia, except as specifically provided in the Policy.
- 30. Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment.
- 31. War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).
- 32. Weight management. Weight reduction. Nutrition programs. Treatment for obesity. Surgery for removal of excess skin or fat. This exclusion does not apply to benefits specifically provided in the Schedule of Benefits.

In the event of Injury or Sickness, students should:

- 1. Report to the Student Health Service or to their Physician or Hospital.
- 2. Mail to the address below all medical and hospital bills along with the patient's name and Insured student's name, address, SR ID number (Insured's insurance Company ID number) and name of the college or university under which the student is insured. A Company claim form is not required for filing a claim.
- 3. Submit claims for payment within 90 days after the date of service. If the Insured doesn't provide this information within one year of the date of service, benefits for that service may be denied at our discretion. This time limit does not apply if the Insured is legally incapacitated.

Submit the above information to the Company by mail:

FirstStudent P.O. Box 809025 Dallas, TX 75380-9025

# **Section 13: General Provisions**

**GRACE PERIOD:** A grace period of thirty-one days will be granted for the payment of any premium due except the first premium. Coverage shall continue in force during this grace period unless the Policyholder has given the Company written notice of discontinuance of the Policy in accordance with the terms of the Policy and in advance of the date of discontinuance.

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

CLAIM FORMS: Claim forms are not required.

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

**TIME OF PAYMENT OF CLAIM:** Indemnities payable under the Policy for any loss will be paid within 60 days after receipt of due written proof of such loss.

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

Payment made to the Insured, or to his designated beneficiary or beneficiaries, for a claim for services received from an Out-of-Network Provider should be applied to the claim from such Out-of-Network Provider.

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

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proofs of loss have been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 3 years after the time written proofs of loss are required to be furnished.

**RIGHT OF RECOVERY:** Payments made by the Company which exceed the Covered Medical Expenses (after allowance for Deductible and Coinsurance clauses, if any) payable hereunder shall be recoverable by the Company from or among any persons, firms, or corporations to or for whom such payments were made or from any insurance organizations who are obligated in respect of any covered Injury or Sickness as their liability may appear. This provision in no way intends to secure subrogation rights for the Company against a third party.

**MORE THAN ONE POLICY:** Insurance effective at any one time on the Insured Person under a like policy, or policies in this Company is limited to the one such policy elected by the Insured Person, his beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

**INCONTESTABILITY:** The validity of the Policy shall not be contested, except for nonpayment of premiums, after it has been in force for two years from its date of issue. The Company reserves the right to contest the validity of the Policy for up to two years from its date of issue. No statement made by any person insured under the Policy relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made: 1) after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person about whom the statement was made; and 2) unless the statement is contained in a written instrument signed by him. This provision shall not preclude the assertion at any time of defenses based on the person's ineligibility for coverage under the Policy or upon other provisions in the Policy.

**CONTINUATION PRIVILEGE:** All Insured Persons who have been continuously insured under the school's regular student policy for at least 6 consecutive months and who no longer meet the Eligibility requirements under the policy are eligible to continue their coverage for a period of not more than 90 days under the school's policy in effect. Application must be made and premium must be paid directly to the Company and be received within 31 days after the expiration date of the Insured's coverage. For further information on the Continuation privilege, please contact the Company.

## Section 14: Notice of Appeal Rights

#### What to Do if the Insured Person Has a Question

Contact *Customer Service* at the telephone number shown on the Insured Person's ID card. *Customer Service* representatives are available to take the Insured Person's call during regular business hours, Monday through Friday.

#### What to Do if the Insured Person Has a Complaint

Contact *Customer Service* at the telephone number shown on the Insured Person's ID card. *Customer Service* representatives are available to take the Insured Person's call during regular business hours, Monday through Friday.

If the Insured Person would rather send the complaint to the Company in writing, the *Customer Service* representative can provide the Insured Person with the appropriate address.

If the *Customer Service* representative cannot resolve the issue to the Insured Person's satisfaction over the phone, the representative can help the Insured Person prepare and submit a written complaint. The Company will notify the Insured Person of our decision regarding the complaint within 60 days of receiving it.

#### How to Appeal a Claim Decision

#### **Post-service Claims**

Post-service claims are those claims that are filed for payment of benefits after medical care has been received.

#### **Pre-service Requests for Benefits**

Pre-service requests for benefits are those requests that require prior notification or benefit confirmation prior to receiving medical care. Concurrent review requests are considered pre-service requests. "Concurrent review" means utilization review conducted during the Insured Person's stay or course of treatment in

- A facility;
- The office of a health care professional; or
- Other inpatient or outpatient health care setting.

#### How to Request an Appeal

If the Insured Person disagrees with either a pre-service request for benefits determination or a post-service claim determination, the Insured Person can contact the Company in writing to formally request an appeal.

The request for an appeal should include:

- The patient's name and the identification number from the ID card.
- The date(s) of medical service(s).
- The provider's name.
- The reason the Insured Person believes the claim should be paid.
- Any documentation or other written information to support the request for claim payment.

The Insured Person's first appeal request must be submitted to the Company within 180 days after the Insured Person receives the denial of a pre-service request for benefits or the claim denial.

#### Appeal Process

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If the appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field, who was not involved in the prior determination. The Company may consult with, or seek the participation of, medical experts as part of the appeal resolution process. The Insured Person consents to this referral and the sharing of pertinent medical claim information. Upon request and free of charge, the Insured Person has the right to reasonable access to and copies of all documents, records and other information relevant to the claim for benefits. In addition, if any new or additional evidence is relied upon or generated by the Company during the determination of the appeal, the Company will provide it free of charge and sufficiently in advance of the due date of the response to the adverse benefit determination.

#### **Appeals Determinations**

#### Pre-service Requests for Benefits and Post-service Claim Appeals

For procedures associated with urgent requests for benefits, see Urgent Appeals that Require Immediate Action below.

The Insured Person will be provided written or electronic notification of the decision on the appeal as follows:

- For appeals of pre-service requests for benefits as identified above, the first level appeal will be conducted and the Insured Person will be notified of the decision within 15 days from receipt of a request for appeal of a denied request for benefits. If the Insured Person is not satisfied with the first level appeal decision, the Insured Person has the right to request a second level appeal. The second level appeal request must be submitted to the Company within 60 days from receipt of the first level appeal decision. The second level appeal will be conducted and the Insured Person will be notified of the decision within 15 days from receipt of a request for review of the first level appeal decision. The Company will provide continued benefits pending the outcome of an internal appeal of a concurrent review decision.
- For appeals of post-service claims as identified above, the first level appeal will be conducted and the Insured Person will be notified of the decision within 30 days from receipt of a request for appeal of a denied claim. If the Insured Person is not satisfied with the first level appeal decision, the Insured Person has the right to request a second level appeal. The second level appeal request must be submitted to the Company within 60 days from receipt of the first level appeal decision. The second level appeal will be conducted and the Insured Person will be notified of the decision within 30 days from receipt of a request for review of the first level appeal decision.

Please note that the Company's decision is based only on whether or not benefits are available under the Policy for the proposed treatment or procedure including the Company's determination that a treatment, device, or pharmacological regimen is not covered because it is an Experimental or Investigational Service or Unproven Service. The Company does not determine whether the pending health service is necessary or appropriate. That decision is between Insured Person and the Insured Person's Physician.

The Insured Person may have the right to external review through an *Independent Review Organization (IRO)* upon the exhaustion of the internal appeal process. Instructions regarding any such rights, and how to access those rights, will be provided in the Company's decision letter.

#### **Concurrent Review Requests**

Reduction or termination of approved treatment to be provided over time or over a number of treatments constitutes an adverse benefit determination. In such cases, the Company must notify the Insured Person sufficiently in advance to allow the Insured Person to file an internal appeal and obtain a determination before benefits are reduced or terminated.

The Company will provide continued benefits pending the outcome of an internal appeal of a concurrent review decision.

The Insured Person will be provided written or electronic notification of the decision on the appeal as follows:

- For procedures associated with urgent concurrent review requests for benefits, including urgent care appeal requests for extension of time or number of treatments, see *Urgent Appeals that Require Immediate Action* below.
- For all other non-urgent review requests, see Pre-service Requests for Benefits and Post-service Claim Appeals above.

#### **Urgent Appeals that Require Immediate Action**

The Insured Person's appeal may require immediate action if a delay in treatment could significantly increase the risk to the Insured Person's health, or the ability to regain maximum function, or cause severe pain. In these urgent situations, the Insured Person may request that the Company handle the appeal on an urgent basis, even if the Insured Person has already requested a standard appeal (outlined in the section above, "Pre-service Requests for benefits and Post-service Claim Appeals"). When this occurs:

- The appeal does not need to be submitted in writing. The Insured Person or the Insured Person's Physician should call the Company as soon as possible.
- The Company will provide the Insured Person with a written or electronic determination within 72 hours following receipt of the request for review of the determination, taking into account the seriousness of the Insured Person's condition.
- If the Company needs more information from the Insured Person or the Insured Person's Physician to make a decision, the Company will notify the Insured Person or the Insured Person's Physician as soon as possible, but not later than 24 hours after receipt of the request, of the specific information necessary to complete the Company's review. The Insured Person or the Insured Person's Physician will be afforded a reasonable amount of time, taking into account the circumstances, but not less than 48 hours to provide the requested information. The Company will notify the Insured Person's Physician of the decision not later than 48 hours after the earlier of 1) the Company's receipt of the specified information or 2) the end of the period afforded to provide the requested information.

The Company will provide continued benefits pending the outcome of an internal appeal of a concurrent review decision.

If the Insured Person has requested an urgent internal appeal, the Insured Person may also, at the same time, request an expedited external review when the appeal involves a medical condition for which the time frame for completion of an urgent internal appeal would seriously jeopardize the life or health of the individual or would jeopardize the individual's ability to regain maximum function. The process for submitting an expedited external appeal is described below under *Expedited External Review*.

The appeal process for urgent situations does not apply to prescheduled treatments, therapies or surgeries for non-urgent situations.

#### **Exhaustion of Internal Appeal Process**

- The Insured Person must exhaust the internal appeal process before submitting a request for external review as described below under *Virginia External Review Program.* The internal appeal process is considered exhausted when:
- The Insured Person has completed the standard internal appeals process as described above under *Pre-service Requests for Benefits and Post-service Claim Appeals.*

- The Insured Person did not receive a decision from the Company within the required time frame concerning a standard internal appeal.
- The Insured Person has requested an urgent internal appeal as described under *Urgent Appeals that Require Immediate Action*, in which case the Insured Person may also make a written or verbal request for an expedited external review (see *Expedited External Review* below).
- The Company waived the requirement to exhaust the internal appeal process.
- The Company violated Virginia internal appeal requirements, except where such violation is a "de minimus" violation, which means the violation does not cause, and is not likely to cause, prejudice or harm to the Insured Person so long as the Company demonstrates that the violation was for good cause or due to matters beyond the Company's control and that the violation occurred in the context of an ongoing, good faith exchange between the Insured Person and the Company. The Insured Person may:
  - Request written explanation of the violation from the Company, and the Company will provide written explanation within 10 days of receipt of the request.
  - Request *IRO* review to determine if the Company has violated Virginia internal appeal requirements. The *IRO* will
    provide a written response to the Insured Person, the Company and the commission within 10 days of receipt of the
    request. If rejected, within 5 days the Company must notify the Insured Person of the right to resubmit and pursue an
    internal appeal.

#### Office of the Managed Care Ombudsman/Office of Licensure and Certification

If the Insured Person has any questions regarding the appeals processes outlined above or other grievances concerning health care coverage issues that have not been satisfactorily addressed by the Company, the Insured Person may contact the *Office of the Managed Care Ombudsman* for assistance at any time as follows:

Office of the Managed Care Ombudsman P.O. Box 1157 Richmond, VA 23218 (877) 310-6560 E-mail: Ombudsman@scc.virginia.gov

In addition, if the Insured Person has any questions regarding an appeal or grievance concerning provider quality of care issues that have not been satisfactorily addressed by the provider or the Company, the Insured Person may contact the *Office of Licensure and Certification* for assistance at any time as follows:

Office of Licensure and Certification Virginia Department of Health 9960 Mayland Drive, Suite 401 Richmond, Virginia 23233-1463 Telephone: (800) 955-1819 or (804) 367-2106 Fax: (804) 527-4503 E-mail: mchip@vdh.virginia.gov

#### Virginia External Review Program

If, after exhausting the internal appeals, as described above under *Exhaustion of Internal Appeal Process*, the Insured Person is not satisfied with the determination made by the Company, or if the Company fails to respond to the appeal in accordance with applicable regulations regarding timing (within 15 days of the Company's receipt of the second-level pre-service appeal or within 30 days of the Company's receipt of the second-level post-service appeal), the Insured Person may be entitled to request an external review of the Company's determination. This process is administered by the *Virginia Bureau of Insurance*.

If one of the above conditions is met, the Insured Person may request an external review of adverse benefit determinations based upon any of the following:

- Clinical reasons (the service, treatment or procedure does not meet requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness).
- The exclusions for Experimental or Investigational Services or Unproven Services.
- As otherwise required by applicable law.

If the Insured Person wishes to appeal the Company's final decision as described above, the Insured Person or the Insured Person's representative may file a request for a standard external review in writing with the *Virginia Bureau of Insurance*. If, in urgent situations as detailed below, the Insured Person wishes to file a request for an expedited external review, the Insured Person or the Insured Person's representative may do so by sending a written request to the *Virginia Bureau of Insurance's* address. The Company will provide to the Insured Person, at the time a final adverse decision is reached, a copy of the *Virginia Bureau of Insurance's* and *Bureau of Insurance's* external review request form, which contains the address and information for requesting an external review.

An external review will be performed by an *Independent Review Organization (IRO)*. There are two types of external reviews available:

- A standard external review.
- An expedited external review.

A request for a standard external review must be made within 120 days after the FINAL adverse determination is received and must include a general release for all medical records pertinent to the external review. An expedited external review in urgent situations may be requested as detailed below under *Expedited External Review*. If one of the following circumstances applies, the Insured Person may request an external review prior to exhausting the internal appeal process:

- The Insured Person did not receive a decision from the Company within the required time frame concerning a standard internal appeal.
- The Company waived the requirement to exhaust the internal appeal process.
- In the case of an expedited external review request, for the reasons described below under *Expedited External Review*.

If the Insured Person has questions about the external review process, the Insured Person may contact the Virginia Bureau of Insurance directly at:

Bureau of Insurance - External Review P.O. Box 1157 Richmond, VA 23218 (877) 310-6560 E-mail: externalreview@scc.virginia.gov

#### **Standard External Review**

A standard external review is comprised of all of the following:

- A preliminary review by the Company of the request to ensure the Insured Person's request meets the eligibility requirements for external review.
- A referral of the request by the Company to the Virginia Bureau of Insurance.
- Assignment of an IRO by the Virginia Bureau of Insurance.
- A decision by the *IRO*.

Within five business days following receipt of the request from the *Virginia Bureau of Insurance*, the Company will complete a preliminary review to determine whether the individual for whom the request was submitted meets all of the following:

- Is or was covered under the Policy at the time the health care service or procedure that is at issue in the request was provided.
- Has exhausted the applicable internal appeals process.
- Has provided all the information and forms required so that the Company may process the request.

After the Company completes the preliminary review, the Company will issue a notification in writing to the Insured Person, the Insured Person's representative, if applicable, and the *Virginia Bureau of Insurance*. If the request is eligible for external review, the *Virginia Bureau of Insurance* will assign an *IRO* to conduct such review.

The *Virginia Bureau of Insurance* will notify the Insured Person in writing of the request's eligibility and acceptance for external review and provide the name of the assigned *IRO*. The Insured Person may submit in writing to the *IRO* within five business days following the date of receipt of the notice additional information that the *IRO* will consider when conducting the external review. The *IRO* is not required to, but may, accept and consider additional information submitted by the Insured Person after five business days.

The Company will provide to the assigned *IRO* the documents and information considered in making our determination. The documents include:

- All relevant medical records.
- All other documents relied upon by the Company.
- All other information or evidence that the Insured Person or the Insured Person's Physician submitted. If there is any information or evidence the Insured Person or the Insured Person's Physician wish to submit that was not previously provided, the Insured Person may include this information with the external review request and the Company will include it with the documents forwarded to the *IRO*.

In reaching a decision, the *IRO* will review the claim anew and not be bound by any decisions or conclusions reached by the Company. The *IRO* will provide written notice of its determination (the "Final External Review Decision") within 45 days after it receives the request for the external review (unless they request additional time and the Insured Person agrees). The *IRO* will deliver the notice of *Final External Review Decision* to the Insured Person, the Insured Person's representative and the Company, and it will include the clinical basis for the determination.

Upon receipt of a *Final External Review Decision* reversing our determination, the Company will immediately provide coverage or payment for the benefit claim at issue in accordance with the terms and conditions of the Policy, and any applicable law regarding plan remedies. If the *Final External Review Decision* is that payment or referral will not be made, the Company will not be obligated to provide benefits for the health care service or procedure.

The written ruling of the *IRO* is final and binding on both the Insured Person and the Company.

#### **Expedited External Review**

An expedited external review is similar to a standard external review. The most significant difference between the two is that the time periods for completing certain portions of the review process are much shorter, and in some instances the Insured Person may file an expedited external review before completing the internal appeals process.

The Insured Person may make a written request for an expedited external review if the Insured Person receives either of the following:

- An adverse benefit determination of a claim or appeal if the adverse benefit determination involves a medical condition for which the time frame for completion of an urgent internal appeal would seriously jeopardize the life or health of the individual or would jeopardize the individual's ability to regain maximum function and the Insured Person has filed a request for an urgent internal appeal.
- A final appeal decision, if the determination involves a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the individual or would jeopardize the individual's ability to regain maximum function, or if the final appeal decision concerns an admission, availability of care, continued stay, or health care service, procedure or product for which the individual received emergency services, but has not been discharged from a facility.

Immediately upon receipt of the request from the *Virginia Bureau of Insurance*, the Company will determine whether the individual meets both of the following:

- Is or was covered under the Policy at the time the health care service or procedure that is at issue in the request was provided.
- Has provided all the information and forms required so that the Company may process the request.

After the Company completes the review, the Company will immediately send a notice in writing to the Insured Person. Upon a determination that a request is eligible for expedited external review, the *Virginia Bureau of Insurance* will assign an *IRO* in the same manner utilized to assign standard external reviews to *IROs*. The Company will provide all necessary documents and information considered in making the adverse benefit determination or final adverse benefit determination to the assigned *IRO* electronically or by telephone or facsimile or any other available expeditious method. The *IRO*, to the extent the information or documents are available and the *IRO* considers them appropriate, must consider the same type of information and documents considered in a standard external review.

In reaching a decision, the *IRO* will review the claim anew and not be bound by any decisions or conclusions reached by the Company. The *IRO* will provide notice of the final external review decision for an expedited external review as expeditiously as the claimant's medical condition or circumstances require, but in no event more than 72 hours after the *IRO* receives the request except that, for an expedited external review concerning Experimental or Investigational Services or Unproven Services, the *IRO* will provide notice of the final external review decision within 48 hours after the date it receives an opinion from all assigned clinical reviewers, who will have up to five days to provide an opinion to the *IRO*. If the initial notice is not in writing, within 48 hours after the date of providing the initial notice, the assigned *IRO* will provide written confirmation of the decision to the Insured Person and to the Company.

The written ruling of the *IRO* is final and binding on both the Insured Person and the Company.

The Insured Person may contact the Company at the toll-free number on the Insured Person's ID card for more information regarding external review rights, or if making a verbal request for an expedited external review.

## Section 15: Online Access to Account Information

UnitedHealthcare **Student**Resources Insureds have online access to claims status, EOBs, ID cards, network providers, correspondence, and coverage information by logging in to *My Account* at www.gallagherstudent.com Insured students who don't already have an online account may simply select the "create *My Account* Now" link. Follow the simple, onscreen directions to establish an online account in minutes using the Insured's 7-digit Insurance ID number or the email address on file.

As part of UnitedHealthcare **Student**Resources' environmental commitment to reducing waste, we've adopted a number of initiatives designed to preserve our precious resources while also protecting the security of a student's personal health information.

*My Account* now includes Message Center - a self-service tool that provides a quick and easy way to view any email notifications the Company may have sent. In *Message* Center, notifications are securely sent directly to the Insured student's email address. If the Insured student prefers to receive paper copies, he or she may opt-out of electronic delivery by going into *My Email Preferences* and making the change there.

## Section 16: ID Cards

Digital ID cards will be made available to each Insured Person. The Company will send an email notification when the digital ID card is available to be downloaded from *My Account*. An Insured Person may also use *My Account* to request delivery of a permanent ID card through the mail.

## Section 17: UHCSR Mobile App

The UHCSR Mobile App is available for download from Google Play or Apple's App Store. Features of the Mobile App include easy access to:

- ID Cards view, save to your device, fax or email directly to your provider.
- Provider Search search for In-Network participating healthcare or Mental Health providers, find contact information for the provider's office or facility, and locate the provider's office or facility on a map.
- Find My Claims view claims received within the past 120 days for the primary Insured; includes provider, date of service, status, claim amount and amount paid.

#### The Policy is Underwritten by: UNITEDHEALTHCARE INSURANCE COMPANY

Administrative Office: FirstStudent P.O. Box 809025 Dallas, Texas 75380-9025 1-800-505-4160 Web site: www.gallagherstudent.com

#### Notice of Important Information Regarding Your Insurance

If you have been unable to contact or obtain satisfaction from the insurance company, you may contact:

Virginia State Corporation Commission Life and Health Division Bureau of Insurance P. O. Box 1157 Richmond, Virginia 23218 Telephone: (804) 371-9691 Toll-Free: 1-877-310-6560 TDD: (804) 371-9206 Fax: (804) 371-9944

Written correspondence is preferable so that a record of your inquiry is maintained.

## Schedule of Benefits

#### IHECT VA Gold Enhanced 1 2017-202894-67 METALLIC LEVEL –GOLD WITH ACTUARIAL VALUE OF 78.380% Injury and Sickness Benefits

#### No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)

Deductible Preferred Provider	\$500 (Per Insured Person, Per Policy Year)
Deductible Out-of-Network	\$1,000 (Per Insured Person, Per Policy Year)
Coinsurance Preferred Provider	80% of Preferred Allowance
Coinsurance Out-of-Network	60% of Usual and Customary Charges
Out-of-Pocket Maximum Preferred Provider	\$6,850 (Per Insured Person, Per Policy Year)
Out-of-Pocket Maximum Out-of-Network	\$15,000 (Per Insured Person, Per Policy Year)

The Policy provides benefits for the Covered Medical Expenses incurred by an Insured Person for loss due to a covered Injury or Sickness.

The Preferred Provider for this plan is UnitedHealthcare Choice Plus.

If care is received from a Preferred Provider any Covered Medical Expenses will be paid at the Preferred Provider level of benefits. If the Covered Medical Expense is incurred for Emergency Services when due to a Medical Emergency, benefits will be paid at the Preferred Provider level of benefits. In all other situations, reduced or lower benefits will be provided when an Out-of-Network provider is used.

Deductible: The Per Insured Person Deductible applies to each person covered under the Policy each Policy Year.

**Out-of-Pocket Maximum:** The Per Insured Person Out-of-Pocket Maximum applies to each person covered under the Policy each Policy Year. After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year for that person. Separate Out-of-Pocket Maximums apply to Preferred Provider and Out-of-Network benefits. Any applicable Coinsurance, Copays, or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses do not count toward meeting the Out-of-Pocket Maximum. Even when the Out-of-Pocket Maximum has been satisfied, the Insured Person will still be responsible for Out-of-Network Copays.

Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network unless otherwise specifically stated. Please refer to the Medical Expense Benefits – Injury and Sickness section of the Certificate of Coverage for a description of the Covered Medical Expenses for which benefits are available. Covered Medical Expenses include:

Inpatient	Preferred Provider	Out-of-Network Provider
Room and Board Expense	Preferred Allowance	Usual and Customary Charges
Intensive Care	Preferred Allowance	Usual and Customary Charges
Hospital Miscellaneous Expenses	Preferred Allowance	Usual and Customary Charges
Routine Newborn Care	Paid as any other Sickness	Paid as any other Sickness
Surgery	Preferred Allowance	Usual and Customary Charges
If two or more procedures are performed		
through the same incision or in immediate		
succession at the same operative session,		
the maximum amount paid will not exceed		
50% of the second procedure and 50% of		
all subsequent procedures.		
Assistant Surgeon Fees	Preferred Allowance	Usual and Customary Charges
Anesthetist Services	Preferred Allowance	Usual and Customary Charges
Registered Nurse's Services	Preferred Allowance	Usual and Customary Charges
Physician's Visits	Preferred Allowance	Usual and Customary Charges
	\$30 Copay per visit	

Inpatient	Preferred Provider	Out-of-Network Provider
Pre-admission Testing	Preferred Allowance	Usual and Customary Charges
Payable within 7 working days prior to		
admission		

Outpatient	Preferred Provider	Out-of-Network Provider
<b>Surgery</b> If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.	Preferred Allowance	Usual and Customary Charges
Day Surgery Miscellaneous	Preferred Allowance	Usual and Customary Charges
Assistant Surgeon Fees	Preferred Allowance	Usual and Customary Charges
Anesthetist Services	Preferred Allowance	Usual and Customary Charges
Physician's Visits	Preferred Allowance \$30 Copay per visit	Usual and Customary Charges
Physiotherapy Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.	Preferred Allowance	Usual and Customary Charges
<b>Medical Emergency Expenses</b> The Copay will be waived if admitted to the Hospital.	Preferred Allowance \$150 Copay per visit	Preferred Allowance \$150 Copay per visit (Insured may be balance billed for remainder of Out-of-Network Provider charges)
Diagnostic X-ray Services	Preferred Allowance	Usual and Customary Charges
Radiation Therapy	Preferred Allowance	Usual and Customary Charges
Laboratory Procedures	Preferred Allowance	Usual and Customary Charges
Tests & Procedures	Preferred Allowance	Usual and Customary Charges
Injections	Preferred Allowance	Usual and Customary Charges
Chemotherapy	Preferred Allowance	Usual and Customary Charges
Prescription Drugs *See UHCP Prescription Drug Benefit Endorsement for additional information.	*UnitedHealthcare Pharmacy (UHCP), \$25 Copay per prescription Tier 1 \$45 Copay per prescription Tier 2 \$60 Copay per prescription Tier 3 up to a 31-day supply per prescription When Specialty Prescription Drugs are dispensed at a Non-Preferred Specialty Network Pharmacy, the Insured is required to pay 2 times the retail Copay (up to 50% of the Prescription Drug Charge). Mail order Prescription Drugs through	No Benefits
	UHCP at 2.5 times the retail Copay up to a 90-day supply	

Other	Preferred Provider	Out-of-Network Provider
Ambulance Services	Preferred Allowance	80% of Usual and Customary Charges
<b>Durable Medical Equipment</b> When services for Prosthetic Devices are provided by a Preferred Provider, the Insured's portion of the Coinsurance shall not exceed 30% for such Prosthetic Device.	Preferred Allowance	80% of Usual and Customary Charges

Other	Preferred Provider	Out-of-Network Provider
Consultant Physician Fees	100% of Preferred Allowance \$25 Copay per visit	Usual and Customary Charges
Dental Treatment	Paid as any other Injury or Sickness	Paid as any other Injury or Sickness
Mental Illness Treatment	Paid as any other Sickness	Paid as any other Sickness
See also Benefits for Mental Illness and		
Substance Use Disorder		
Substance Use Disorder Treatment	Paid as any other Sickness	Paid as any other Sickness
See also Benefits for Mental Illness and	,	
Substance Use Disorder		
Maternity	Paid as any other Sickness	Paid as any other Sickness
Complications of Pregnancy	Paid as any other Sickness	Paid as any other Sickness
Elective Abortion	No Benefits	No Benefits
Preventive Care Services	100% of Preferred Allowance	No Benefits
No Deductible, Copays, or Coinsurance will		
be applied when the services are received		
from a Preferred Provider.		
Please visit		
https://www.healthcare.gov/preventive-		
care-benefits/ for a complete list of services		
provided for specific age and risk groups.		
Reconstructive Breast Surgery Following	Paid as any other Sickness	Paid as any other Sickness
Mastectomy		
See Benefits for Reconstructive Breast		
Surgery Following Mastectomy		
Diabetes Services	Paid as any other Sickness	Paid as any other Sickness
See also Benefits for Diabetes		
Home Health Care	Preferred Allowance	Usual and Customary Charges
Hospice Care	Pad as any other Sickness	Paid as any other Sickness
See Benefits for Hospice Care		
Inpatient Rehabilitation Facility	Preferred Allowance	Usual and Customary Charges
Skilled Nursing Facility	Preferred Allowance	Usual and Customary Charges
Urgent Care Center	Preferred Allowance	Usual and Customary Charges
	\$50 Copay per visit	\$50 Copay per visit
Hospital Outpatient Facility or Clinic	Preferred Allowance	Usual and Customary Charges
Approved Clinical Trials	Paid as any other Sickness	Paid as any other Sickness
See also Benefits for Clinical Trials for		
Treatment Studies on Cancer.	Deid as any athen Cislands	Daid an ann ath an Cialmana
Transplantation Services	Paid as any other Sickness See endorsements attached for	Paid as any other Sickness See endorsements attached for
Pediatric Dental and Vision Services	Pediatric Dental and Vision Services	Pediatric Dental and Vision Services
	benefits	benefits
Allergy Testing/Treatment	Paid as any other Sickness	Paid as any other Sickness
Dialysis	Paid as any other Sickness Paid as any other Sickness	Paid as any other Sickness Paid as any other Sickness
Genetic Testing	Paid as any other Sickness Paid as any other Sickness	Paid as any other Sickness Paid as any other Sickness
Infertility		
	Paid as any other Sickness	Paid as any other Sickness
Infusion Therapy Lymphedema	Paid as any other Sickness Paid as any other Sickness	Paid as any other Sickness
Lympnedema Medical Foods	Paid as any other Sickness Preferred Allowance	Paid as any other Sickness
Medical Foods Medical Supplies	Preferred Allowance Preferred Allowance	Usual and Customary Charges Usual and Customary Charges
	Freierred Allowance	Osual and Customary Charges
Benefits are limited to a 31-day supply per purchase.		
Durchase. Oral and Maxillofacial Surgery	Paid as any other Sickness	Paid as any other Sickness
	Paid as any other Sickness	Paid as any other Sickness
Ostomy Supplies	Preferred Allowance	Usual and Customary Charges
Sleep Disorders	Paid as any other Sickness	Paid as any other Sickness
TMJ Disorders	Paid as any other Sickness	Paid as any other Sickness

Other	Preferred Provider	Out-of-Network Provider
Vision Correction	Preferred Allowance	Usual and Customary Charges
Wigs	Preferred Allowance	Usual and Customary Charges
Titers	Preferred Allowance	Usual and Customary Charges
Coverage only includes titers related to immunizations for the following: Polio Virus Immune status, Varicella-Zoster AB, IgG,		
Hepatitis B surf AB, MMR, Hep B, Hep A, Tdap, and Rubella.		
Tuberculosis Screening and Testing:	Preferred Allowance	Usual and Customary Charges
Coverage only includes Quantiferon tube test (Tuberculosis screening) and Tuberculosis testing.		

# UNITEDHEALTHCARE INSURANCE COMPANY POLICY ENDORSEMENT

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

President

It is hereby understood and agreed that the Policy to which this endorsement is attached is amended as follows:

# **Pediatric Dental Services Benefits**

Benefits are provided under this endorsement for Covered Dental Services, as described below, for Insured Persons under the age of 19. Benefits under this endorsement terminate on the earlier of: 1) last day of the month the Insured Person reaches the age of 19; or 2) the date the Insured Person's coverage under the Policy terminates.

### Section 1: Accessing Pediatric Dental Services

### Network and Non-Network Benefits

**Network Benefits** - these benefits apply when the Insured Person chooses to obtain Covered Dental Services from a Network Dental Provider. Insured Persons generally are required to pay less to the Network Dental Provider than they would pay for services from a non-Network provider. Network Benefits are determined based on the contracted fee for each Covered Dental Service. In no event, will the Insured Person be required to pay a Network Dental Provider an amount for a Covered Dental Service in excess of the contracted fee.

In order for Covered Dental Services to be paid as Network Benefits, the Insured Person must obtain all Covered Dental Services directly from or through a Network Dental Provider.

Insured Persons must always verify the participation status of a provider prior to seeking services. From time to time, the participation status of a provider may change. The Insured Person can verify the participation status by calling the Company and/or the provider. If necessary, the Company can provide assistance in referring the Insured Person to Network Dental Provider.

The Company will make a *Directory of Network Dental Providers* available to the Insured Person. The Insured Person can also call *Customer Service* at 1-877-816-3596 to determine which providers participate in the Network. The telephone number for *Customer Service* is also on the Insured's ID card.

**Non-Network Benefits** - these benefits apply when Covered Dental Services are obtained from non-Network Dental Providers. Insured Persons generally are required to pay more to the provider than for Network Benefits. Non-Network Benefits are determined based on the Usual and Customary Fee for similarly situated Network Dental Providers for each Covered Dental Service. The actual charge made by a non-Network Dental Provider for a Covered Dental Service may exceed the Usual and Customary Fee. As a result, Insured Persons may be required to pay a non-Network Dental Provider an amount for a Covered Dental Service in excess of the Usual and Customary Fee. In addition, when Covered Dental Services are obtained from non-Network Dental Providers, the Insured Person must file a claim with the Company to be reimbursed for Eligible Dental Expenses.

## **Covered Dental Services**

The Insured Person is eligible for benefits for Covered Dental Services listed in this endorsement if such Dental Services are Necessary and are provided by or under the direction of a Network Dental Provider.

Benefits are available only for Necessary Dental Services. The fact that a Dental Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment, for a dental disease does not mean that the procedure or treatment is a Covered Dental Service under this endorsement.

## **Pre-Treatment Estimate**

If the charge for a Dental Service is expected to exceed \$500 or if a dental exam reveals the need for fixed bridgework, the Insured Person may notify the Company of such treatment before treatment begins and receive a pre-treatment estimate. To receive a pre-treatment estimate, the Insured Person or Dental Provider should send a notice to the Company, via claim form, within 20 calendar days of the exam. If requested, the Dental Provider must provide the Company with dental x-rays, study models or other information necessary to evaluate the treatment plan for purposes of benefit determination.

The Company will determine if the proposed treatment is a Covered Dental Service and will estimate the amount of payment. The estimate of benefits payable will be sent to the Dental Provider and will be subject to all terms, conditions and provisions of the Policy. Clinical situations that can be effectively treated by a less costly, clinically acceptable alternative procedure will be assigned a benefit based on the less costly procedure.

A pre-treatment estimate of benefits is not an agreement to pay for expenses. This procedure lets the Insured Person know in advance approximately what portion of the expenses will be considered for payment.

# **Pre-Authorization**

Pre-authorization is required for all orthodontic services. The Insured Person should speak to the Dental Provider about obtaining a pre-authorization before Dental Services are rendered. If the Insured Person does not obtain a pre-authorization, the Company has a right to deny the claim for failure to comply with this requirement.

## Section 2: Benefits for Pediatric Dental Services

Benefits are provided for the Dental Services stated in this Section when such services are:

- A. Necessary.
- B. Provided by or under the direction of a Dental Provider.
- C. Clinical situations that can be effectively treated by a less costly, dental appropriate alternative procedure will be assigned a benefit based on the least costly procedure.
- D. Not excluded as described in Section 3: Pediatric Dental Exclusions of this endorsement.

Benefits for Covered Dental Services are subject to satisfaction of the Dental Services Deductible.

#### Network Benefits:

Benefits for Eligible Dental Expenses are determined as a percentage of the negotiated contract fee between the Company and the provider rather than a percentage of the provider's billed charge. The Company's negotiated rate with the provider is ordinarily lower than the provider's billed charge.

A Network provider cannot charge the Insured Person or the Company for any service or supply that is not Necessary as determined by the Company. If the Insured Person agrees to receive a service or supply that is not Necessary the Network provider may charge the Insured Person. However, these charges will not be considered Covered Dental Services and benefits will not be payable.

#### Non-Network Benefits:

Benefits for Eligible Dental Expenses from non-Network providers are determined as a percentage of the Usual and Customary Fees. The Insured Person must pay the amount by which the non-Network provider's billed charge exceeds the Eligible Dental Expense.

#### **Dental Services Deductible**

Benefits for pediatric Dental Services provided under this endorsement are not subject to the Policy Deductible stated in the Policy *Schedule of Benefits*. Instead, benefits for pediatric Dental Services are subject to a separate Dental Services Deductible.

For any combination of Network and Non-Network Benefits, the Dental Services Deductible per Policy Year is \$500 per Insured Person.

**Out-of-Pocket Maximum** - any amount the Insured Person pays in Coinsurance for pediatric Dental Services under this endorsement applies to the Out-of-Pocket Maximum stated in the Policy *Schedule of Benefits*.

## **Benefits**

Dental Services Deductibles are calculated on a Policy Year basis.

When benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated.

Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

## **Benefit Description**

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
Diagnostic Services - (Subject to paym	nent of the Dental Services Deduction	ible.)
Evaluations (Checkup Exams)	50%	50%
Limited to 1 time per 6 months.		
Covered as a separate benefit only if no other service was done during the visit other than X-rays. D0120 - Periodic oral evaluation D0140 - Limited oral evaluation - problem focused D0150 - Comprehensive oral evaluation D0180 - Comprehensive periodontal evaluation		
The following service is not subject to a frequency limit. D0160 - Detailed and extensive oral		
evaluation - problem focused		
Intraoral Radiographs (X-ray) Limited to 2 series of films per 12 months.	50%	50%
D0210 - Complete series (including bitewings)		
The following services are not subject to a frequency limit. D0220 - Intraoral - periapical first film D0230 - Intraoral - periapical - each	50%	50%
additional film D0240 - Intraoral - occlusal film		
Any combination of the following services is limited to 2 series of films per 12 months.	50%	50%
D0270 - Bitewings - single film D0272 - Bitewings - two films D0274 - Bitewings - four films		

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
D0277 - Vertical bitewings		
Limited to 1 time per 36 months.	50%	50%
D0330 - Panoramic radiograph image	500	50%
The following services are not subject to a frequency limit.	50%	50%
D0340 - Cephalometric X-ray D0350 - Oral/Facial photographic images D0391 - Interpretation of diagnostic		
images D0470 - Diagnostic casts		
Preventive Services - (Subject to paym	ent of the Dental Services Deduct	ible.)
Dental Prophylaxis (Cleanings)	50%	50%
The following services are limited to 1 time every 6 months.		
D1110 - Prophylaxis - adult D1120 - Prophylaxis - child		
Fluoride Treatments	50%	50%
The following services are limited to 1 time every 6 months.		
D1206 and D1208 - Fluoride		
Sealants (Protective Coating)	50%	50%
The following services are limited to once per first or second permanent molar per lifetime.		
D1351 - Sealant - per tooth - unrestored permanent molar D1352 - Preventive resin restorations in moderate to high caries risk patient -		
permanent tooth Space Maintainers (Spacers)	50%	50%
Limited to 1 per quadrant every 24 months.		
D1510 - Space maintainer - fixed - unilateral		
D1515 - Space maintainer - fixed - bilateral		
D1520 - Space maintainer - removable - unilateral		
D1525 Space maintainer - removable bilateral D1550 - Re-cementation of space maintainer		

Benefit Description and Limitations	Network Benefits Benefits are shown as a	Non-Network Benefits Benefits are shown as a
	percentage of Eligible Dental Expenses.	percentage of Eligible Dental Expenses.
Minor Restorative Services - (Subject	o payment of the Dental Services	Deductible.)
Amalgam Restorations (Silver Fillings)	50%	50%
The following services are not subject to a frequency limit.		
D2140 - Amalgams - one surface, primary or permanent D2150 - Amalgams - two surfaces, primary or permanent D2160 - Amalgams - three surfaces, primary or permanent		
D2161 - Amalgams - four or more		
surfaces, primary or permanent		
Composite Resin Restorations (Tooth Colored Fillings)	50%	50%
The following services are not subject to a frequency limit.		
D2330 - Resin-based composite - one surface, anterior		
D2331 - Resin-based composite - two		
surfaces, anterior		
D2332 - Resin-based composite -		
three surfaces, anterior		
D2335 - Resin-based composite - four		
or more surfaces or involving incised		
angle, anterior		
Crowns/Inlays/Onlays - (Subject to pa	yment of the Dental Services Dedu	uctible.)
The following services are subject to a	50%	50%
limit of 1 time every 60 months.		
Includes veneers (codes D2960,		
D2961 and D2962).		
D2542 - Onlay - metallic - two surfaces		
D2543 - Onlay - metallic - three		
surfaces D2544 - Onlay - metallic - four surfaces D2740 - Crown - porcelain/ceramic		
substrate		
D2750 - Crown - porcelain fused to		
high noble metal		
D2751 - Crown - porcelain fused to		
predominately base metal D2752 - Crown - porcelain fused to		
noble metal		
D2780 - Crown - 3/4 case high noble		
metal		
D2781 - Crown - 3/4 cast		
predominately base metal		
D2783 - Crown - 3/4		
porcelain/ceramic D2790 - Crown - full cast high noble		
metal		

Benefit Description and Limitations	Network Benefits Benefits are shown as a	Non-Network Benefits Benefits are shown as a
	percentage of Eligible Dental	percentage of Eligible Dental
	Expenses.	Expenses.
D2791 - Crown - full cast		
predominately base metal		
D2792 - Crown - full cast noble metal		
D2794 Crown – titanium		
D2929 – Prefabricated porcelain crown - primary		
D2930 Prefabricated stainless steel		
crown - primary tooth		
D2931 - Prefabricated stainless steel		
crown - permanent tooth		
The following services are not subject		
to a frequency limit.		
D2510 Inlay - metallic - one surface		
D2520 - Inlay - metallic - two surfaces		
D2530 - Inlay - metallic - three surfaces D2910 - Re-cement inlay		
D2920 - Re-cement crown		
The following service is not subject to a	50%	50%
frequency limit.		
D2940 - Protective restoration The following service is limited to 1	50%	50%
time per tooth every 60 months.	50%	50%
D2950 - Core buildup, including any		
pins		
The following service is limited to 1	50%	50%
time per tooth every 60 months.		
D2951 - Pin retention - per tooth, in		
addition to Crown		
The following services are limited to 1	50%	50%
time per tooth every 60 months.		
D2954 - Prefabricated post and core in		
addition to crown		
D2970 – Temporary crown (fractured		
tooth)		
The following services are not subject	50%	50%
to a frequency limit.		
D2980 - Crown repair necessitated by		
restorative material failure		
D2981 – Inlay repair		
D2982 – Onlay repair		
D2983 – Veneer repair		
D2990 – Resin infiltration/smooth		
surface	<u> </u>	

Benefit Description and Limitations	Network Benefits	Non-Network Benefits
	Benefits are shown as a	Benefits are shown as a
	percentage of Eligible Dental	percentage of Eligible Dental
	Expenses.	Expenses.
Endodontics - (Subject to payment of		
The following service is not subject to a	50%	50%
frequency limit.		
D3110 – Pulp cap – direct (excluding		
final restoration)		
D3120 – Pulp cap – indirect (excluding		
final restoration)		
D3220 - Therapeutic pulpotomy		
(excluding final restoration)		
D3221 – Pulpal debridement, primary		
and permanent teeth The following service is not subject to a	50%	50%
frequency limit.	50%	50%
D3222 - Partial pulpotomy for		
Apexogenesis - Permanent tooth with		
incomplete root development		500/
Limited to 1 time per tooth per lifetime.	50%	50%
D3230 - Pulpal therapy (resorbable		
filling) - anterior. primary tooth		
(excluding final restoration)		
D3240 - Pulpal therapy (resorbable		
filling) - posterior, primary tooth		
(excluding final restoration) Limited to 1 time per tooth per lifetime.	50%	50%
Linned to T unite per toour per meanite.	50%	30%
D3310 - Anterior root canal (excluding		
final restoration)		
D3320 - Bicuspid root canal (excluding		
final restoration)		
D3330 - Molar root canal (excluding final restoration)		
D3346 - Retreatment of previous root		
canal therapy - anterior		
D3347 - Retreatment of previous root		
canal therapy - bicuspid		
D3348 - Retreatment of previous root		
canal therapy - molar The following services are not subject	50%	50%
to a frequency limit.		
D3351 - Apexification/recalcification -		
initial visit		
D3352 - Apexification/recalcification -		
interim medication replacement D3353 - Apexification/recalcification -		
final visit		
The following service is limited to 1	50%	50%
time per tooth per lifetime.		
D3354 - Pulpal Regeneration	1	

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
The following services are limited to 1 time per tooth per lifetime.	50%	50%
D3410 - Apicoectomy/periradicular - anterior D3421 - Apicoectomy/periradicular - bicuspid D3425 - Apicoectomy/periradicular - molar D3426 - Apicoectomy/periradicular - each additional root		
The following service is not subject to a frequency limit.	50%	50%
D3450 - Root amputation - per root The following service is not subject to a frequency limit.	50%	50%
D3920 - Hemisection (including any root removal), not including root canal therapy		
Periodontics - (Subject to payment of	the Dental Services Deductible.)	
The following services are limited to a frequency of 1 time per quadrant every 24 months.	50%	50%
D4210 - Gingivectomy or gingivoplasty - four or more teeth D4211 - Gingivectomy or gingivoplasty - one to three teeth D4212 - Gingivectomy or gingivoplasty - with restorative procedures - per tooth		
<i>The following services are limited to 1 every 36 months.</i>	50%	50%
D4240 - Gingival flap procedure, four or more teeth D4241 - Gingival flap procedure, including root planing, one to three contiguous teeth or tooth bounded spaces per quadrant		
The following service is not subject to a frequency limit.	50%	50%
D4249 - Clinical crown lengthening - hard tissue		

Benefit Description and Limitations	Network Benefits	Non-Network Benefits
	Benefits are shown as a percentage of Eligible Dental	Benefits are shown as a percentage of Eligible Dental
	Expenses.	Expenses.
The following services are limited to 1	50%	50%
time per quadrant every 60 months.		
D4260 - Osseous surgery		
D4261 - Osseous surgery (including flap entry and closure), one to three		
contiguous teeth or tooth bounded		
spaces per quadrant		
D4263 - Bone replacement graft – first		
site in quadrant The following services are not subject	50%	50%
to a frequency limit.		3070
D4270 - Pedicle soft tissue graft		
procedure		
D4271 - Free soft tissue graft		
procedure The following services are not subject	50%	50%
to a frequency limit.	0070	3070
D4273 - Subepithelial connective		
tissue graft procedures, per tooth		
D4275 - Soft tissue allograft		
D4277 - Free soft tissue graft - first tooth		
D4278 - Free soft tissue graft -		
additional teeth		
D4320 - Provision splinting - intracoronal		
D4321 - Provision splinting -		
extracoronal		
The following services are limited to 1 time per quadrant every 24 months.	50%	50%
unie per quadrant every 24 months.		
D4341 - Periodontal scaling and root		
planning - four or more teeth per		
quadrant D4342 - Periodontal scaling and root		
planning - one to three teeth per		
quadrant		
The following service is limited to a frequency of 1 time every 12 months.	50%	50%
D4355 - Full mouth debridement to		
enable comprehensive evaluation and diagnosis		
The following service is limited to 1	50%	5%
time every 12 months in combination		
with prophylaxis.		
D4910 - Periodontal maintenance		

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
Removable Dentures - (Subject to pay		tible.)
The following services are limited to a frequency of 1 every 60 months.	50%	50%
D5110 - Complete denture - maxillary D5120 - Complete denture - mandibular D5130 - Immediate denture - maxillary D5140 - Immediate denture - mandibular D5211 - Mandibular partial denture - resin base D5212 - Maxillary partial denture - resin base D5213 - Maxillary partial denture - cast metal framework with resin denture base		
base D5281 - Removable unilateral partial denture - one piece cast metal		
The following services are not subject to a frequency limit.	50%	50%
D5410 - Adjust complete denture - maxillary D5411 - Adjust complete denture - mandibular D5421 - Adjust partial denture - maxillary D5422 - Adjust partial denture - mandibular D5510 - Repair broken complete denture base D5520 - Replace missing or broken teeth - complete denture D5610 - Repair resin denture base D5620 - Replace denture D5630 - Repair or replace broken clasp D5640 - Replace broken teeth - per tooth D5650 - Add tooth to existing partial denture D5660 - Add clasp to existing partial denture		

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
The following services are limited to rebasing performed more than 6 months after the initial insertion with a frequency limitation of 1 time per 24 months.	50%	50%
D5710 - Rebase complete maxillary denture D5720 - Rebase maxillary partial denture		
D5721 - Rebase mandibular partial denture D5730 - Reline complete maxillary denture D5731 - Reline complete mandibular		
denture D5740 - Reline maxillary partial denture D5741 - Reline mandibular partial denture		
D5750 - Reline complete maxillary denture (laboratory) D5751 - Reline complete mandibular		
denture (laboratory) D5752 - Reline complete mandibular denture (laboratory) D5760 - Reline maxillary partial denture		
(laboratory) D5761 - Reline mandibular partial denture (laboratory) - rebase/reline D5762 - Reline mandibular partial denture (laboratory)		
The following services are not subject to a frequency limit.	50%	50%
D5850 - Tissue conditioning (maxillary) D5851 - Tissue conditioning (mandibular)		
The following service is not subject to a frequency limit.	50%	50%
D5951 – Maxillofacial prosthetics (feeding aid)	is shife a sum out of the Deutel Cou	iere Deductible )
Bridges (Fixed partial dentures) - (Sub The following services are not subject	50%	50%
to a frequency limit.		
D6210 - Pontic - case high noble metal D6211 - Pontic - case predominately		
base metal D6212 - Pontic - cast noble metal D6214 - Pontic - titanium		
D6240 - Pontic - porcelain fused to high noble metal D6241 - Pontic - porcelain fused to		
predominately base metal		

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
D6242 - Pontic - porcelain fused to noble metal		
D6245 - Pontic - porcelain/ceramic		
The following services are not subject	50%	50%
to a frequency limit.		
D6545 - Retainer - cast metal for resin		
bonded fixed prosthesis		
D6548 - Retainer - porcelain/ceramic		
for resin bonded fixed prosthesis		
The following services are not subject	50%	50%
to a frequency limit.		
D6519 - Inlay/onlay - porcelain/ceramic D6520 - Inlay - metallic - two surfaces D6530 - Inlay - metallic - three or more surfaces D6543 - Onlay - metallic - three surfaces		
D6544 - Onlay - metallic - four or more surfaces		
The following services are limited to 1 time every 60 months.	50%	50%
D6740 - Crown - porcelain/ceramic D6750 - Crown - porcelain fused to high noble metal D6751 - Crown - porcelain fused to predominately base metal D6752 - Crown - porcelain fused to noble metal D6780 - Crown - 3/4 cast high noble metal D6781 - Crown - 3/4 cast predominately base metal D6782 - Crown - 3/4 cast noble metal D6783 - Crown - 3/4 cast noble metal D6783 - Crown - 3/4 porcelain/ceramic D6790 - Crown - full cast high noble metal D6791 - Crown - full cast predominately base metal D6792 - Crown - full cast noble metal		
The following service is not subject to a frequency limit.	50%	50%
D6930 - Re-cement or re-bond fixed partial denture		

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
The following services are not subject to a frequency limit.	50%	50%
D6973 - Core build up for retainer, including any pins D6980 - Fixed partial denture repair necessitated by restorative material failure		
Oral Surgery - (Subject to payment of	the Dental Services Deductible.)	
The following service is not subject to a frequency limit.	50%	50%
D7140 - Extraction, erupted tooth or exposed root		
The following services are not subject to a frequency limit.	50%	50%
D7210 - Surgical removal of erupted tooth requiring elevation of mucoperioteal flap and removal of bone and/or section of tooth D7220 - Removal of impacted tooth - soft tissue D7230 - Removal of impacted tooth - partially bony D7240 - Removal of impacted tooth - completely bony D7241 - Removal of impacted tooth - complete bony with unusual surgical complications D7250 - Surgical removal or residual tooth roots D7251 - Coronectomy - intentional partial tooth removal		
The following service is not subject to a frequency limit. D7270 - Tooth reimplantation and/or	50%	50%
stabilization of accidentally evulsed or displaced tooth	500	50%
The following service is not subject to a frequency limit. D7280 - Surgical access of an unerupted tooth D7285 – Biopsy of oral tissue (hard)	50%	50%
D7286 – Biopsy of oral tissue (soft) D7288 – Brush biopsy – transepithelial sample collection		

Benefit Description and Limitations	Network Benefits	Non-Network Benefits
	Benefits are shown as a	Benefits are shown as a
	percentage of Eligible Dental	percentage of Eligible Dental
	Expenses.	Expenses.
The following services are not subject to a frequency limit.	50%	50%
D7310 - Alveoloplasty in conjunction		
with extractions - per quadrant		
D7311 - Alveoloplasty in conjunction		
with extraction - one to three teeth or		
tooth space - per quadrant		
D7320 - Alveoloplasty not in conjunction with extractions - per		
quadrant		
D7321 - Alveoloplasty not in		
conjunction with extractions - one to		
three teeth or tooth space - per		
quadrant		
The following service is not subject to a frequency limit.	50%	50%
D7450 – Removal of odontogenic cyst		
or tumor – lesion diameter up to		
1.25cm		
D7451 – Removal of odontogenic cyst		
or tumor – lesion greater than 1.25cm D7471 - removal of lateral exostosis		
(maxilla or mandible)		
The following services are not subject	50%	50%
to a frequency limit.		
D7510 - Incision and drainage of		
abscess D7910 - Suture of recent small wounds		
up to 5 cm		
D7921 - Collect - apply autologous		
product		
D7953 - Bone replacement graft for		
ridge preservation - per site		
D7971 - Excision of pericoronal gingiva	500/	500/
The following service is limited to 1 per lifetime.	50%	50%
D7960 – Frenulectomy		
D7963 - Frenuloplasty		
Adjunctive Services - (Subject to paym		ible.)
The following service is not subject to a	50%	50%
frequency limit; however, it is covered		
as a separate benefit only if no other services (other than the exam and		
radiographs) were done on the same		
tooth during the visit.		
D9110 - Palliative (Emergency)		
treatment of dental pain - minor procedure		
LP.000000	1	

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
Covered only when clinically Necessary.	50%	50%
D9220 - Deep sedation/general anesthesia first 30 minutes D9221 - Dental sedation/general anesthesia each additional 15 minutes D9241 - Intravenous conscious sedation/analgesia - first 30 minutes D9242 - Intravenous conscious sedation/analgesia - each additional 15 minutes D9610 - Therapeutic drug injection, by report		
Covered only when clinically Necessary	50%	50%
D9310 - Consultation (diagnostic service provided by a dentist or Physician other than the practitioner providing treatment)		
The following is limited to 1 guard every 12 months.	50%	50%
D9940 - Occlusal guard D7880 - Occlusal orthotic device for TMJ		
Implant Procedures - (Subject to paym	ent of the Dental Services Deduct	ible.)
The following services are limited to 1 time every 60 months.	50%	50%
D6010 - Endosteal implant D6012 - Surgical placement of interim implant body D6040 - Eposteal Implant D6050 - Transosteal implant, including hardware D6053 - Implant supported complete denture D6054 - Implant supported partial denture D6055 - Connecting bar implant or abutment supported D6056 - Prefabricated abutment D6057 - Custom abutment D6058 - Abutment supported porcelain ceramic crown D6059 - Abutment supported porcelain fused to high noble metal D6060 - Abutment supported porcelain fused to predominately base metal crown D6061 - Abutment supported porcelain fused to noble metal crown		

Benefit Description and Limitations	Network Benefits	Non-Network Benefits
	Benefits are shown as a	Benefits are shown as a
	percentage of Eligible Dental Expenses.	percentage of Eligible Dental Expenses.
D6062 - Abutment supported cast high		
noble metal crown		
D6063 - Abutment supported case		
predominately base metal crown		
D6064 - Abutment supported		
porcelain/ceramic crown		
D6065 - Implant supported		
porcelain/ceramic crown D6066 - Implant supported porcelain		
fused to high metal crown		
D6067 - Implant supported metal		
crown		
D6068 - Abutment supported retainer		
for porcelain/ceramic fixed partial		
denture		
D6069 - Abutment supported retainer		
for porcelain fused to high noble metal		
fixed partial denture		
D6070 - Abutment supported retainer for porcelain fused to predominately		
base metal fixed partial denture		
D6071 - Abutment supported retainer		
for porcelain fused to noble metal fixed		
partial denture		
D6072 - Abutment supported retainer		
for cast high noble metal fixed partial		
D6073 - Abutment supported retainer for predominately base metal fixed		
partial denture		
D6074 - Abutment supported retainer		
for cast metal fixed partial denture		
D6075 - Implant supported retainer for		
ceramic fixed partial denture		
D6076 - Implant supported retainer for		
porcelain fused to high noble metal		
fixed partial denture		
D6077 - Implant supported retainer for cast metal fixed partial denture		
D6078 - Implant/abutment supported		
fixed partial denture for completely		
edentulous arch		
D6079 - Implant/abutment supported		
fixed partial denture for partially		
edentulous arch		
D6080 - Implant maintenance		
procedure D6090 - Repair implant prosthesis		
D6090 - Replacement of semi-		
precision or precision attachment		
D6095 - Repair implant abutment		
D6100 - Implant removal		
D6101 - Debridement periimplant		
defect		
	1	

Benefit Description and Limitations	Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.	Non-Network Benefits Benefits are shown as a percentage of Eligible Dental Expenses.
D6102 - Debridement and osseous		
periimplant defect		
D6103 - Bone graft periimplant defect		
D6104 - Bone graft implant		
replacement		
D6190 - Implant index		
Medically Necessary Orthodontics - (S		
Benefits for severe, dysfunctional, handid Benefits are not available for comprehens spacing between teeth, temporomandibu discrepancies.	sive orthodontic treatment for crowde	d dentitions (crooked teeth), excessive
All orthodontic treatment must be prior au	thorized.	
Services or supplies furnished by a Dent	al Provider in order to diagnose or c	orrect misalignment of the teeth or the
bite. Benefits are available only when the		
The following services are not subject	50%	50%
to a frequency limitation as long as		
benefits have been prior authorized.		
D8010 - Limited orthodontic treatment		
of the primary dentition		
D8020 - Limited orthodontic treatment		
of the transitional dentition		
D8030 - Limited orthodontic treatment		
of the adolescent dentition		
D8050 - Interceptive orthodontic		
treatment of the primary dentition		
D8060 - Interceptive orthodontic		
treatment of the transitional dentition		
D8070 - Comprehensive orthodontic		
treatment of the transitional dentition		
D8080 - Comprehensive orthodontic		
treatment of the adolescent dentition		
D8210 - Removable appliance therapy		
(including appliances for thumb sucking		
and tongue thrusting)		
D8220 - Fixed appliance therapy		
(includes appliances for thumb sucking and tongue thrusting)		
D8660 - Pre-orthodontic treatment visit		
D8670 - Periodic orthodontic treatment		
visit		
D8680 - Orthodontic retention		
D8692 – Replacement of lost or broken		
retainer		

## Section 3: Pediatric Dental Exclusions

Except as may be specifically provided in this endorsement under Section 2: Benefits for Covered Dental Services, benefits are not provided under this endorsement for the following:

- 1. Any Dental Service or Procedure not listed as a Covered Dental Service in this endorsement in *Section 2: Benefits for Covered Dental Services*.
- 2. Dental Services that are not Necessary.
- 3. Hospitalization or other facility charges.

- 4. Any Dental Procedure performed solely for cosmetic/aesthetic reasons. (Cosmetic procedures are those procedures that improve physical appearance.)
- 5. Reconstructive surgery, regardless of whether or not the surgery is incidental to a dental disease, Injury, or Congenital Condition, when the primary purpose is to improve physiological functioning of the involved part of the body.
- 6. Any Dental Procedure not directly associated with dental disease.
- 7. Any Dental Procedure not performed in a dental setting.
- 8. Procedures that are considered to be Experimental or Investigational or Unproven Services. This includes pharmacological regimens not accepted by the *American Dental Association (ADA) Council on Dental Therapeutics*. The fact that an Experimental, or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in benefits if the procedure is considered to be Experimental or Investigational or Unproven Service in the treatment of that particular condition.
- 9. Drugs/medications, obtainable with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
- 10. Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
- 11. Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal. Treatment of malignant neoplasms or Congenital Conditions of hard or soft tissue, including excision.
- 12. Replacement of complete dentures, fixed and removable partial dentures or crowns and implants, implant crowns and prosthesis if damage or breakage was directly related to provider error. This type of replacement is the responsibility of the Dental Provider. If replacement is Necessary because of patient non-compliance, the patient is liable for the cost of replacement.
- 13. Services related to the temporomandibular joint (TMJ), either bilateral or unilateral. Upper and lower jaw bone surgery (including surgery related to the temporomandibular joint). Orthognathic surgery, jaw alignment, and treatment for the temporomandibular joint.
- 14. Charges for failure to keep a scheduled appointment without giving the dental office 24 hours notice.
- 15. Expenses for Dental Procedures begun prior to the Insured Person becoming enrolled for coverage provided through this endorsement to the Policy.
- 16. Dental Services otherwise covered under the Policy, but rendered after the date individual coverage under the Policy terminates, including Dental Services for dental conditions arising prior to the date individual coverage under the Policy terminates.
- 17. Services rendered by a provider with the same legal residence as the Insured Person or who is a member of the Insured Person's family, including spouse, brother, sister, parent or child.
- 18. Foreign Services are not covered unless required for a Dental Emergency.
- 19. Fixed or removable prosthodontic restoration procedures for complete oral rehabilitation or reconstruction.
- 20. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
- 21. Billing for incision and draining if the involved abscessed tooth is removed on the same date of service.
- 22. Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
- 23. Acupuncture; acupressure and other forms of alternative treatment, whether or not used as anesthesia.
- 24. Orthodontic coverage does not include the installation of a space maintainer, any treatment related to treatment of the temporomandibular joint, any surgical procedure to correct a malocclusion, replacement of lost or broken retainers and/or habit appliances, and any fixed or removable interceptive orthodontic appliances previously submitted for payment under the Policy.

## Section 4: Claims for Pediatric Dental Services

When obtaining Dental Services from a non-Network Dental Provider, the Insured Person will be required to pay all billed charges directly to the Dental Provider. The Insured Person may then seek reimbursement from the Company. The Insured Person must provide the Company with all of the information identified below.

# **Reimbursement for Dental Services**

The Insured Person is responsible for sending a request for reimbursement to the Company, on a form provided by or satisfactory to the Company.

**Claim Forms.** It is not necessary to include a claim form with the proof of loss. However, the proof must include all of the following information:

- Insured Person's name and address.
- Insured Person's identification number.
- The name and address of the provider of the service(s).
- A diagnosis from the Dental Provider including a complete dental chart showing extractions, fillings or other dental services rendered before the charge was incurred for the claim.
- Radiographs, lab or hospital reports.

- Casts, molds or study models.
- Itemized bill which includes the CPT or ADA codes or description of each charge.
- The date the dental disease began.
- A statement indicating that the Insured Person is or is not enrolled for coverage under any other health or dental insurance plan or program. If enrolled for other coverage, The Insured Person must include the name of the other carrier(s).

To file a claim, submit the above information to the Company at the following address:

UnitedHealthcare Dental ATTN: Claims Unit P. O. Box 30567 Salt Lake City, UT 84130-0567

If the Insured Person would like to use a claim form, call Customer Service at 1-877-816-3596. This number is also listed on the Insured's Dental ID Card. If the Insured Person does not receive the claim form within 15 calendar days of the request, the proof of loss may be submitted with the information stated above.

### Section 5: Defined Terms for Pediatric Dental Services

The following definitions are in addition to those listed in the Definitions section of the Certificate of Coverage:

Covered Dental Service - a Dental Service or Dental Procedure for which benefits are provided under this endorsement.

**Dental Emergency** - a dental condition or symptom resulting from dental disease which arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, and such treatment is sought or received within 24 hours of onset.

**Dental Provider** - any dentist or dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render Dental Services, perform dental surgery or administer anesthetics for dental surgery.

**Dental Service or Dental Procedures** - dental care or treatment provided by a Dental Provider to the Insured Person while the Policy is in effect, provided such care or treatment is recognized by the Company as a generally accepted form of care or treatment according to prevailing standards of dental practice.

**Dental Services Deductible** - the amount the Insured Person must pay for Covered Dental Services in a Policy Year before the Company will begin paying for Network or Non-Network Benefits in that Policy Year.

**Eligible Dental Expenses** - Eligible Dental Expenses for Covered Dental Services, incurred while the Policy is in effect, are determined as stated below:

- For Network Benefits, when Covered Dental Services are received from Network Dental Providers, Eligible Dental Expenses are the Company's contracted fee(s) for Covered Dental Services with that provider.
- For Non-Network Benefits, when Covered Dental Services are received from Non-Network Dental Providers, Eligible Dental Expenses are the Usual and Customary Fees, as defined below.

**Experimental, Investigational, or Unproven Service** - medical, dental, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Company makes a determination regarding coverage in a particular case, is determined to be:

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

Foreign Services - services provided outside the U.S. and U.S. Territories.

**Necessary** - Dental Services and supplies under this endorsement which are determined by the Company through case-bycase assessments of care based on accepted dental practices to be appropriate and are all of the following:

- Necessary to meet the basic dental needs of the Insured Person.
- Rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the Dental Service.
- Consistent in type, frequency and duration of treatment with scientifically based guidelines of national clinical, research, or health care coverage organizations or governmental agencies that are accepted by the Company.
- Consistent with the diagnosis of the condition.
- Required for reasons other than the convenience of the Insured Person or his or her Dental Provider.
- Demonstrated through prevailing peer-reviewed dental literature to be either:
  - Safe and effective for treating or diagnosing the condition or sickness for which their use is proposed; or
  - Safe with promising efficacy
    - For treating a life threatening dental disease or condition.
    - Provided in a clinically controlled research setting.
    - Using a specific research protocol that meets standards equivalent to those defined by the National Institutes of Health.

(For the purpose of this definition, the term life threatening is used to describe dental diseases or sicknesses or conditions, which are more likely than not to cause death within one year of the date of the request for treatment.)

The fact that a Dental Provider has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular dental disease does not mean that it is a Necessary Covered Dental Service as defined in this endorsement. The definition of Necessary used in this endorsement relates only to benefits under this endorsement and differs from the way in which a Dental Provider engaged in the practice of dentistry may define necessary.

**Network** - a group of Dental Providers who are subject to a participation agreement in effect with the Company, directly or through another entity, to provide Dental Services to Insured Persons. The participation status of providers will change from time to time.

**Network Benefits** - benefits available for Covered Dental Services when provided by a Dental Provider who is a Network Dentist.

Non-Network Benefits - benefits available for Covered Dental Services obtained from Non-Network Dentists.

**Usual and Customary Fee** - Usual and Customary Fees are calculated by the Company based on available data resources of competitive fees in that geographic area.

Usual and Customary Fees must not exceed the fees that the provider would charge any similarly situated payor for the same services.

Usual and Customary Fees are determined solely in accordance with the Company's reimbursement policy guidelines. The Company's reimbursement policy guidelines are developed by the Company, in its discretion, following evaluation and validation of all provider billings in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the Current Procedural Terminology (publication of the American Dental Association).
- As reported by generally recognized professionals or publications.
- As utilized for Medicare.
- As determined by medical or dental staff and outside medical or dental consultants.
- Pursuant to other appropriate source or determination that the Company accepts.

# UNITEDHEALTHCARE INSURANCE COMPANY

# POLICY ENDORSEMENT

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

President

It is hereby understood and agreed that the Policy to which this endorsement is attached is amended as follows:

# **Pediatric Vision Care Services Benefits**

Benefits are provided under this endorsement for Vision Care Services, as described below, for Insured Persons under the age of 19. Benefits under this endorsement terminate on the earlier of: 1) last day of the month the Insured Person reaches the age of 19; or 2) the date the Insured Person's coverage under the Policy terminates.

## Section 1: Benefits for Pediatric Vision Care Services

Benefits are available for pediatric Vision Care Services from a Spectera Eyecare Networks or non-Network Vision Care Provider. To find a Spectera Eyecare Networks Vision Care Provider, the Insured Person may call the provider locator service at 1-800-839-3242. The Insured Person may also access a listing of Spectera Eyecare Networks Vision Care Providers on the Internet at www.myuhcvision.com.

When Vision Care Services are obtained from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges at the time of service. The Insured Person may then seek reimbursement from the Company as described in this endorsement under *Section 3: Claims for Vision Care Services*. Reimbursement will be limited to the amounts stated below.

When obtaining these Vision Care Services from a Spectera Eyecare Networks Vision Care Provider, the Insured Person will be required to pay any Copayments at the time of service.

#### **Network Benefits:**

Benefits for Vision Care Services are determined based on the negotiated contract fee between the Company and the Vision Care Provider. The Company's negotiated rate with the Vision Care Provider is ordinarily lower than the Vision Care Provider's billed charge.

#### Non-Network Benefits:

Benefits for Vision Care Services from non-Network providers are determined as a percentage of the provider's billed charge.

**Out-of-Pocket Maximum -** any amount the Insured Person pays in Coinsurance for Vision Care Services under this endorsement applies to the Out-of-Pocket Maximum stated in the Policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services under this endorsement applies to the Out-of-Pocket Maximum stated in the Policy *Schedule of Benefits*.

#### **Policy Deductible**

Benefits for pediatric Vision Care Services provided under this endorsement are not subject to any Policy Deductible stated in the Policy *Schedule of Benefits*. Any amount the Insured Person pays in Copayments for Vision Care Services under this endorsement does not apply to the Policy Deductible stated in the Policy *Schedule of Benefits*.

# **Benefit Description**

#### Benefits

When benefit limits apply, the limit stated refers to any combination of Network Benefits and Non-Network Benefits unless otherwise specifically stated.

Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

#### Frequency of Service Limits

Benefits are provided for the Vision Care Services described below, subject to Frequency of Service limits and Copayments and Coinsurance stated under each Vision Care Service in the Schedule of Benefits below.

#### **Routine Vision Examination**

- A routine vision examination of the condition of the eyes and principal vision functions according to the standards of care in the jurisdiction in which the Insured Person resides, including:
- A case history that includes chief complaint and/or reason for examination, patient medical/eye history, and current medications.
- Recording of monocular and binocular visual acuity, far and near, with and without present correction (for example, 20/20 and 20/40).
- Cover test at 20 feet and 16 inches (checks eye alignment).
- Ocular motility including versions (how well eyes track) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception.
- Pupil responses (neurological integrity).
- External exam.
- Retinoscopy (when applicable) objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.
- Phorometry/Binocular testing far and near: how well eyes work as a team.
- Tests of accommodation and/or near point refraction: how well the Insured Person sees at near point (for example, reading).
- Tonometry, when indicated: test pressure in eye (glaucoma check).
- Ophthalmoscopic examination of the internal eye.
- Confrontation visual fields.
- Biomicroscopy.
- Color vision testing.
- Diagnosis/prognosis.
- Specific recommendations.

Post examination procedures will be performed only when materials are required.

Or, in lieu of a complete exam, Retinoscopy (when applicable) - objective refraction to determine lens power of corrective lenses and subjective refraction to determine lens power of corrective lenses.

#### **Eyeglass Lenses**

Lenses that are mounted in eyeglass frames and worn on the face to correct visual acuity limitations.

The Insured Person is eligible to select only one of either eyeglasses (*Eyeglass Lenses and/or Eyeglass Frames*) or Contact Lenses. If the Insured Person selects more than one of these Vision Care Services, the Company will pay benefits for only one Vision Care Service.

If the Insured Person purchases *Eyeglass Lenses* and *Eyeglass Frames* at the same time from the same Spectera Eyecare Networks Vision Care Provider, only one Copayment will apply to those Eyeglass Lenses and *Eyeglass Frames* together.

#### Eyeglass Frames

A structure that contains eyeglass lenses, holding the lenses in front of the eyes and supported by the bridge of the nose.

The Insured Person is eligible to select only one of either eyeglasses (*Eyeglass Lenses* and/or *Eyeglass Frames*) or *Contact Lenses*. If the Insured Person selects more than one of these Vision Care Services, the Company will pay benefits for only one Vision Care Service.

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If the Insured Person purchases *Eyeglass Lenses* and *Eyeglass Frames* at the same time from the same Spectera Eyecare Networks Vision Care Provider, only one Copayment will apply to those *Eyeglass Lenses* and *Eyeglass Frames* together.

#### **Contact Lenses**

Lenses worn on the surface of the eye to correct visual acuity limitations.

Benefits include the fitting/evaluation fees and contacts.

The Insured Person is eligible to select only one of either eyeglasses (*Eyeglass Lenses* and/or *Eyeglass Frames*) or *Contact Lenses*. If the Insured Person selects more than one of these Vision Care Services, the Company will pay Benefits for only one Vision Care Service.

#### **Necessary Contact Lenses**

Benefits are available when a Vision Care Provider has determined a need for and has prescribed the contact lens. Such determination will be made by the Vision Care Provider and not by the Company.

Contact lenses are necessary if the Insured Person has any of the following:

- Keratoconus.
- Anisometropia.
- Irregular corneal/astigmatism.
- Aphakia.
- Facial deformity.
- Corneal deformity.
- Pathological myopia.
- Aniseikonia.
- Aniridia.
- Post-traumatic disorders.

## Schedule of Benefits

Vision Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
Routine Vision Examination or Refraction only in lieu of a complete exam.	Once per year.	100% after a Copayment of \$20.	50% of the billed charge.
Eyeglass Lenses	Once per year.		
Single Vision		100% after a Copayment of \$40.	50% of the billed charge.
• Bifocal		100% after a Copayment of \$40.	50% of the billed charge.
• Trifocal		100% after a Copayment of \$40.	50% of the billed charge.
Lenticular		100% after a Copayment of \$40.	50% of the billed charge.
Lens Extras	Once per year.		
Polycarbonate lenses		100%	100% of the billed charge.
Standard scratch- resistant coating		100%	100% of the billed charge.
Eyeglass Frames	Once per year.		
<ul> <li>Eyeglass frames with a retail cost up to \$130.</li> </ul>		100%	50% of the billed charge.
<ul> <li>Eyeglass frames with a retail cost of \$130 - \$160.</li> </ul>		100% after a Copayment of \$15.	50% of the billed charge.
<ul> <li>Eyeglass frames with a retail cost of \$160 - \$200.</li> </ul>		100% after a Copayment of \$30.	50% of the billed charge.

Visio	on Care Service	Frequency of Service	Network Benefit	Non-Network Benefit
•	Eyeglass frames with a retail cost of \$200 - \$250.		100% after a Copayment of \$50.	50% of the billed charge.
•	Eyeglass frames with a retail cost greater than \$250.		60%	50% of the billed charge.
	tact Lenses Fitting & uation	Once per year.	100%	100% of the billed charge.
Con	tact Lenses			
•	Covered Contact Lens Selection	Limited to a 12 month supply.	100% after a Copayment of \$40.	50% of the billed charge.
•	Necessary Contact Lenses	Limited to a 12 month supply.	100% after a Copayment of \$40.	50% of the billed charge.

# Section 2: Pediatric Vision Exclusions

Except as may be specifically provided in this endorsement under Section 1: Benefits for Pediatric Vision Care Services, benefits are not provided under this endorsement for the following:

- 1. Medical or surgical treatment for eye disease which requires the services of a Physician and for which benefits are available as stated in the policy.
- 2. Non-prescription items (e.g. Plano lenses).
- 3. Replacement or repair of lenses and/or frames that have been lost or broken.
- 4. Optional Lens Extras not listed in Section 1: Benefits for Vision Care Services.
- 5. Missed appointment charges.
- 6. Applicable sales tax charged on Vision Care Services.

## Section 3: Claims for Pediatric Vision Care Services

When obtaining Vision Care Services from a non-Network Vision Care Provider, the Insured Person will be required to pay all billed charges directly to the Vision Care Provider. The Insured Person may then seek reimbursement from the Company. Information about claim timelines and responsibilities in the General Provisions section in the Certificate of Coverage applies to Vision Care Services provided under this endorsement, except that when the Insured Person submits a Vision Services claim, the Insured Person must provide the Company with all of the information identified below.

#### **Reimbursement for Vision Care Services**

To file a claim for reimbursement for Vision Care Services rendered by a non-Network Vision Care Provider, or for Vision Care Services covered as reimbursements (whether or not rendered by a Spectera Eyecare Networks Vision Care Provider or a non-Network Vision Care Provider), the Insured Person must provide all of the following information at the address specified below:

- Insured Person's itemized receipts.
- Insured Person's name.
- Insured Person's identification number from the ID card.
- Insured Person's date of birth.

Submit the above information to the Company: By mail: Claims Department P.O. Box 30978 Salt Lake City, UT 84130

By facsimile (fax): 1-248-733-6060

# Section 4: Defined Terms for Pediatric Vision Care Services

The following definitions are in addition to those listed in Definitions section of the Certificate of Coverage:

**Covered Contact Lens Selection** - a selection of available contact lenses that may be obtained from a Spectera Eyecare Networks Vision Care Provider on a covered-in-full basis, subject to payment of any applicable Copayment.

**Spectera Eyecare Networks** - any optometrist, ophthalmologist, optician or other person designated by the Company who provides Vision Care Services for which benefits are available under the Policy.

Vision Care Provider - any optometrist, ophthalmologist, optician or other person who may lawfully provide Vision Care Services.

Vision Care Service - any service or item listed in this endorsement in Section 1: Benefits for Pediatric Vision Care Services.

# UNITEDHEALTHCARE INSURANCE COMPANY

# POLICY ENDORSEMENT

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

President

It is hereby understood and agreed that the Policy to which this endorsement is attached is amended as follows:

# UnitedHealthcare Pharmacy (UHCP) Prescription Drug Benefits

#### **Benefits for Prescription Drug Products**

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

Benefits for Prescription Drug Products are subject to supply limits and Copayments and/or Coinsurance or other payments that vary depending on which of the tiers of the Prescription Drug List the Prescription Drug Product is listed. Refer to the Policy Schedule of Benefits for applicable supply limits and Copayments and/or Coinsurance requirements.

Benefit for Prescription Drug Products are available when the Prescription Drug Product meets the definition of a Covered Medical Expense.

Benefits are available for refills of Prescription Drug Products only when dispensed as ordered by a Physician and only after <sup>3</sup>/<sub>4</sub> of the original Prescription Drug Product has been used.

The Insured must present their ID card to the Network Pharmacy when the prescription is filled. If the Insured does not present their ID card to the Network Pharmacy, they will need to pay for the Prescription Drug and then submit a reimbursement form along with the paid receipts in order to be reimbursed. Insureds may obtain reimbursement forms by visiting www.firststudent.com and logging in to their online account or by calling *Customer Service* at 1-855-828-7716.

Information on Network Pharmacies is available through the Internet at www.firststudent.com or by calling Customer Service at 1-855-828-7716.

If the Insured does not use a Network Pharmacy, no benefits are available and the Insured will be responsible for paying the full cost for the Prescription Drug.

However, if a non-Network pharmacy has entered into an agreement with the Company that it agrees to accept the same terms and conditions applicable to Network Pharmacies or Designated Pharmacies, including reimbursement at the rate applicable to the Network Pharmacies or Designated Pharmacies, including applicable Copayment and/or Coinsurance, as payment in full, the Insured may receive benefits on the same basis and at the same Copayment and/or Coinsurance as the Insured would from a Network Pharmacy or Designated Pharmacy.

## **Copayment and/or Coinsurance Amount**

For Prescription Drug Products at a retail Network Pharmacy, Insured Persons are responsible for paying the lowest of: • The applicable Copayment and/or Coinsurance.

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

For Prescription Drug Products from a mail order Network Pharmacy, Insured Persons are responsible for paying the lower of:

- The applicable Copayment and/or Coinsurance; or
- The Prescription Drug Charge for that Prescription Drug Product.

The Insured Person is not responsible for paying a Copayment and/or Coinsurance for Preventive Care Medications.

## Supply Limits

Benefits for Prescription Drug Products are subject to supply limits as written by the Physician and the supply limits that are stated in the Policy Schedule of Benefits, unless adjusted based on the drug manufacturer's packaging size. For a single Copayment and/or Coinsurance, the Insured may receive a Prescription Drug Product up to the stated supply limit.

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

When a Prescription Drug Product is dispensed from a mail order Network Pharmacy, the Prescription Drug Product is subject to the supply limit stated in the Policy Schedule of Benefits, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.

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

The Insured may determine whether a Prescription Drug Product has been assigned a maximum quantity level for dispensing through the Internet at www.firststudent.com or by calling *Customer Service* at 1-855-828-7716.

#### If a Brand-name Drug Becomes Available as a Generic

If a Generic becomes available for a Brand-name Prescription Drug Product, the tier placement of the Brand-name Prescription Drug may change, and therefore the Copayment and/or Coinsurance may change or the Insured will no longer have benefits for that particular Brand-name Prescription Drug Product.

#### **Designated Pharmacies**

If the Insured requires certain Prescription Drug Products, including, but not limited to, Specialty Prescription Drug Products, the Company may direct the Insured to a Designated Pharmacy with whom the Company has an arrangement to provide those Prescription Drug Products.

If the Insured is directed to a Designated Pharmacy and chooses not to obtain their Prescription Drug Product from a Designated Pharmacy, the Insured may opt-out of the Designated Pharmacy program through the Internet at www.firststudent.com or by calling *Customer Service* at 1-855-828-7716. If the Insured opts-out of the program and fills their Prescription Drug Product at a non-Designated Pharmacy but does not inform the Company, the Insured will be responsible for the entire cost of the Prescription Drug Product.

If the Insured is directed to a Designated Pharmacy and has informed the Company of their decision not to obtain their Prescription Drug Product from a Designated Pharmacy, no benefits will be paid for that Prescription Drug Product, or, for a Specialty Prescription Drug Product, if the Insured chooses to obtain their Specialty Prescription Drug Product at a Non-Preferred Specialty Network Pharmacy, the Insured will be required to pay 2 times the retail Network Pharmacy Copayment and/or 2 times the retail Network Pharmacy Coinsurance (up to 50% of the Prescription Drug Charge) based on the applicable tier.

## **Specialty Prescription Drug Products**

Benefits are provided for Specialty Prescription Drug Products.

If the Insured requires Specialty Prescription Drug Products, the Company may direct the Insured to a Designated Pharmacy with whom the Company has an arrangement to provide those Specialty Prescription Drug Products.

If the Insured is directed to a Designated Pharmacy and the Insured has informed the Company of their decision not to obtain their Specialty Prescription Drug Product from a Designated Pharmacy, and the Insured chooses to obtain their Specialty Prescription Drug Product at a Non-Preferred Specialty Network Pharmacy, the Insured will be required to pay 2 times the retail Network Pharmacy Coinsurance (up to 50% of the Prescription Drug Charge) based on the applicable tier.

The Company designates certain Network Pharmacies to be Preferred Specialty Network Pharmacies. The Company may periodically change the Preferred Specialty Network Pharmacy designation of a Network Pharmacy. These changes may occur without prior notice to the Insured unless required by law. The Insured may determine whether a Network Pharmacy is a Preferred Specialty Network Pharmacy through the Internet at www.firststudent.com or by calling *Customer Service* at 1-855-828-7716.

If the Insured chooses to obtain their Specialty Prescription Drug Product at a Non-Preferred Specialty Network Pharmacy, the Insured will be required to pay 2 times the retail Network Pharmacy Copayment and/or 2 times the retail Network Pharmacy Coinsurance (up to 50% of the Prescription Drug Charge) based on the applicable tier.

Please see the Definitions Section for a full description of Specialty Prescription Drug Product and Designated Pharmacy.

The following supply limits apply to Specialty Prescription Drug Products.

As written by the Physician, up to a consecutive 31-day supply of a Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.

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

If a Specialty Prescription Drug Product is provided for less than or more than a 31-day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.

Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

#### **Notification Requirements**

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

- It meets the definition of a Covered Medical Expense.
- It is not an Experimental or Investigational or Unproven Service.

If the Company is not notified before the Prescription Drug Product is dispensed, the Insured may pay more for that Prescription Order or Refill. The Prescription Drugs requiring notification are subject to Company periodic review and modification. There may be certain Prescription Drug Products that require the Insured to notify the Company directly rather than the Insured's Physician or pharmacist. The Insured may determine whether a particular Prescription Drug requires notification through the Internet at www.firststudent.com or by calling Customer Service at 1-855-828-7716.

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

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

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

## **Coverage Policies and Guidelines**

The UnitedHealthcare Pharmacy & Therapeutics Committee ("P & T Committee") serves as an advisory body to UHCP by providing consultation for the clinical evaluation of drugs for placement on the Prescription Drug List, and clinical programs associated with drug management. As necessary, the P & T Committee will review and evaluate clinical coverage guidelines for Prescription Drug Products covered under the pharmacy benefit including criteria, standards, and educational intervention methods.

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

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

The Company may periodically change the placement of a Prescription Drug Product among the tiers. These changes generally will occur quarterly, but no more than six times per calendar year. These changes may occur without prior notice to the Policyholder, except if the change amounts to a benefit reduction, the Company will provide the Policyholder with written notice of a benefit reduction sixty (60) days before it becomes effective. The Insured Person will be notified of the change thirty (30) days prior to the effective date of the benefit reduction.

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

NOTE: The tier status of a Prescription Drug Product may change periodically based on the process described above. As a result of such changes, the Insured may be required to pay more or less for that Prescription Drug Product. Please access www.firststudent.com through the Internet or call Customer Service 1-855-828-7716 for the most up-to-date tier status.

## **Rebates and Other Payments**

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

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

#### Definitions.

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

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

**Designated Pharmacy** means a pharmacy that has entered into an agreement with the Company or with an organization contracting on the Company's behalf, to provide specific Prescription Drug Products, including, but not limited to, Specialty Prescription Drug Products. The fact that a pharmacy is a Network Pharmacy does not mean that it is a Designated Pharmacy.

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

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

Exceptions:

- Clinical trials for which benefits are specifically provided for in the Policy.
- If the Insured is not a participant in a qualifying clinical trial as specifically provided for in the Policy, and has an Injury
  or Sickness that is likely to cause death within one year of the request for treatment) the Company may, in its
  discretion, consider an otherwise Experimental or Investigational Service to be a Covered Medical Expense for that
  Injury or Sickness. Prior to such a consideration, the Company must first establish that there is sufficient evidence to
  conclude that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or
  Injury.

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

Network Pharmacy means a pharmacy that has:

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

**New Prescription Drug Product** means a Prescription Drug Product or new dosage form of a previously approved Prescription Drug Product, for the period of time starting on the date the Prescription Drug Product or new dosage form is approved by the U.S. Food and Drug Administration (FDA) and ending on the earlier of the following dates: The date it is assigned to a tier by the Company's PDL Management Committee. December 31<sup>st</sup> of the following calendar year.

**Non-Preferred Specialty Network Pharmacy** means a specialty Network Pharmacy that the Company identifies as a non-preferred pharmacy within the network.

**Preferred Specialty Network Pharmacy** means a specialty Network Pharmacy that the Company identifies as a preferred pharmacy within the network.

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

- Inhalers.
- Insulin.

- The following diabetic supplies:
  - standard insulin syringes with needles;
  - blood-testing strips glucose;
  - urine-testing strips glucose;
  - ketone-testing strips and tablets;
  - lancets and lancet devices; and
  - glucose monitors.

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

**Prescription Drug List** means a list that categorizes into tiers medications or products that have been approved by the U.S. Food and Drug Administration. This list is subject to the Company's periodic review and modification (generally quarterly, but no more than six times per calendar year). The Insured may determine to which tier a particular Prescription Drug Product has been assigned through the Internet at www.firststudent.com or call Customer Service 1-855-828-7716.

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

**Prescription Order or Refill** means the directive to dispense a Prescription Drug Product issued by a Physician whose scope of practice permits issuing such a directive.

**Preventive Care Medications** means the medications that are obtained at a Network Pharmacy with a Prescription Order or Refill from a Physician and that are payable at 100% of the Prescription Drug Charge (without application of any Copayment, Coinsurance, or Deductible) as required by applicable law under any of the following:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force.
- With respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration.
- With respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

The Insured may determine whether a drug is a Preventive Care Medication through the internet at www.firststudent.com or by calling *Customer Service* 1-855-828-7716.

**Specialty Prescription Drug Product** means Prescription Drug Products that are generally high cost, self-injectable biotechnology drugs used to treat patients with certain illnesses. Insured Persons may access a complete list of Specialty Prescription Drug Products through the Internet at www.firststudent.com or call Customer Service 1-855-828-7716.

**Therapeutically Equivalent** means when Prescription Drugs Products have essentially the same efficacy and adverse effect profile.

**Unproven Service(s)** means services, including medications, that are determined not to be effective for the treatment of the medical condition and/or not to have a beneficial effect on the health outcomes due to insufficient and inadequate clinical evidence from well-conducted randomized controlled trials or cohort studies in the prevailing published peer-reviewed medical literature.

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

The Company has a process by which it compiles and reviews clinical evidence with respect to certain health services. From time to time, the Company issues medical and drug policies that describe the clinical evidence available with respect to specific health care services. These medical and drug policies are subject to change without prior notice.

If the Insured has a life-threatening Injury or Sickness (one that is likely to cause death within one year of the request for treatment) the Company may, as it determines, consider an otherwise Unproven Service to be a Covered Medical Expense for that Injury or Sickness. Prior to such a consideration, the Company must first establish that there is sufficient evidence to conclude that, albeit unproven, the service has significant potential as an effective treatment for that Sickness or Injury.

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

# **Additional Exclusions**

In addition to the Exclusions and Limitations shown in the Certificate of Coverage, the following Exclusions apply:

- 1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- 2. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.
- 3. Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined by the Company to be experimental, investigational or unproven.
- 4. Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that the Company determines do not meet the definition of a Covered Medical Expense.
- 5. Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that contain a non-FDA approved bulk chemical. Compounded drugs that are available as a similar commercially available Prescription Drug Product. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier-3.
- 6. Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Company has designated the over-the counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Company has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate benefits for a Prescription Drug Product that was previously excluded under this provision.
- 7. Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, even when used for the treatment of Sickness or Injury, except as provided in the Policy benefits for Medical Foods.
- 8. A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
- 9. A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
- 10. Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available, unless otherwise required by law or approved by the Company. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
- 11. A Prescription Drug Product with an approved biosimilar or a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product. For the purpose of this exclusion a "biosimilar" is a biological Prescription Drug Product approved based on showing that it is highly similar to a reference product (a biological Prescription Drug Product) and has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made up to six times during a calendar year, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
- 12. Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.

- 13. Durable medical equipment, including insulin pumps and related supplies for the management and treatment of diabetes, for which benefits are provided in the Policy.
- 14. Diagnostic kits and products.
- 15. Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.

#### **Right to Request an Exclusion Exception**

When a Prescription Drug Product is excluded from coverage, the Insured Person or the Insured's representative may request an exception to gain access to the excluded Prescription Drug Product. To make a request, contact the Company in writing or call 1-800-505-4160. The Company will notify the Insured Person of the Company's determination within 72 hours.

#### **Urgent Requests**

If the Insured Person's request requires immediate action and a delay could significantly increase the risk to the Insured Person's health, or the ability to regain maximum function, call the Company as soon as possible. The Company will provide a written or electronic determination within 24 hours.

#### **External Review**

If the Insured Person is not satisfied with the Company's determination of the exclusion exception request, the Insured Person may be entitled to request an external review. The Insured Person or the Insured Person's representative may request an external review by sending a written request to the Company at the address set out in the determination letter or by calling 1-800-505-4160. The *Independent Review Organization (IRO)* will notify the Insured Person of the determination within 72 hours.

#### **Expedited External Review**

If the Insured Person is not satisfied with the Company's determination of the exclusion exception request and it involves an urgent situation, the Insured Person or the Insured's representative may request an expedited external review by calling 1-800-505-4160 or by sending a written request to the address set out in the determination letter. The IRO will notify the Insured Person of the determination within 24 hours.

#### **NON-DISCRIMINATION NOTICE**

UnitedHealthcare StudentResources does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to:

Civil Rights Coordinator United HealthCare Civil Rights Grievance P.O. Box 30608 Salt Lake City, UTAH 84130 <u>UHC\_Civil\_Rights@uhc.com</u>

You must send the written complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free member phone number listed on your health plan ID card, Monday through Friday, 8 a.m. to 8 p.m. ET.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

Online <u>https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</u>

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)

**Mail:** U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We also provide free services to help you communicate with us. Such as, letters in other languages or large print. Or, you can ask for free language services such as speaking with an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card, Monday through Friday, 8 a.m. to 8 p.m. ET.

# LANGUAGE ASSISTANCE PROGRAM

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Please call 1-866-260-2723.

ATENCIÓN: Si habla **español (Spanish)**, hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al 1-866-260-2723.

# 請注意:如果您說中文 (Chinese),我們免費為您提供語言協助服務。請致電:1-866-260-2723.

XIN LƯU Ý: Nếu quý vị nói tiếng **Việt (Vietnamese)**, quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi 1-866-260-2723.

알림: 한국어(Korean)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-866-260-2723번으로 전화하십시오.

PAUNAWA: Kung nagsasalita ka ng **Tagalog** (**Tagalog**), may makukuha kang mga libreng serbisyo ng tulong sa wika. Mangyaring tumawag sa 1-866-260-2723.

ВНИМАНИЕ: бесплатные услуги перевода доступны для людей, чей родной язык является **русском (Russian)**. Позвоните по номеру 1-866-260-2723.

تنبيه: إذا كنت تتحدث العربية (Arabic)، فإن خدمات المساعدة اللغوية المجانية متاحة لك. الرجاء الأتصال بـ 2723-266-1-866.

ATANSYON: Si w pale **Kreyòl ayisyen** (**Haitian Creole**), ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nan 1-866-260-2723.

ATTENTION : Si vous parlez **français** (**French**), des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le 1-866-260-2723.

UWAGA: Jeżeli mówisz po **polsku (Polish)**, udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod numer 1-866-260-2723.

ATENÇÃO: Se você fala **português (Portuguese)**, contate o serviço de assistência de idiomas gratuito. Ligue para 1-866-260-2723.

ATTENZIONE: in caso la lingua parlata sia l'**italiano (Italian)**, sono disponibili servizi di assistenza linguistica gratuiti. Si prega di chiamare il numero 1-866-260-2723.

ACHTUNG: Falls Sie **Deutsch (German)** sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufen Sie 1-866-260-2723 an.

注意事項:日本語 (Japanese) を話される場合、無料の言語支援サービスをご利用いただけます。1-866-260-2723 にお電話ください。

توجه: اگر زبان شما **فارسی (Farsi)** است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. 1-866-260-2723 تماس بگیرید. कृपा ध्यान दें: यदि आप **हिंदी** (Hindi) भाषी हैं तो आपके लिए भाषा सहायता सेवाएं नि:शुल्क उपलब्ध हैं। कृपा पर काल करें 1-866-260-2723

CEEB TOOM: Yog koj hais Lus **Hmoob** (**Hmong**), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau 1-866-260-2723.

ចំណាប់អារម្មណ៍: បើសិនអ្នកនិយាយ**កាសាខ្មែរ(Khmer)**សេវាជំនួយកាសាដោយឥតគិតថ្លៃ គឺមានសំរាប់អ្នក។ សូមទូរស័ព្ទ ទៅលេខ 1-866-260-2723។

PAKDAAR: Nu saritaem ti **Ilocano** (**Ilocano**), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Maidawat nga awagan iti 1-866-260-2723.

DÍÍ BAA'ÁKONÍNÍZIN: **Diné (Navajo)** bizaad bee yániłti'go, saad bee áka'anída'awo'ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shoodí kohji' 1-866-260-2723 hodíilnih.

OGOW: Haddii aad ku hadasho **Soomaali (Somali)**, adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac 1-866-260-2723.