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# UNITEDHEALTHCARE INSURANCE COMPANY

## BLANKET STUDENT HEALTH INSURANCE PLAN

### CERTIFICATE OF COVERAGE

Designed Especially for the Students of

# Xavier University

2024-2025

#### **This Certificate of Coverage is Part of Policy # 2024-636-1**

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

**NOTICE: IF THE INSURED PERSON IS COVERED BY MORE THAN ONE HEALTH CARE PLAN, THE INSURED MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE THE INSURED PERSON TO FOLLOW ITS RULES OR USE SPECIFIC DOCTORS AND HOSPITALS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. THE INSURED PERSON SHOULD READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS PROVISION, AND COMPARE THEM TO THE RULES OF ANY OTHER PLAN UNDER WHICH THE INSURED IS COVERED.**

**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 Certificate is not part of a Medicare supplement policy. If you are eligible for Medicare, review the "Guide to Health Insurance for People with Medicare" which is available from the Company.**

**This Certificate complies with Federal Mental Health Parity and Addiction equity requirements.**

United  
Healthcare®

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## Introduction

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Welcome to the UnitedHealthcare Student Resources Student Health Insurance Plan. This plan is underwritten by UnitedHealthcare Insurance 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.

Please feel free to call the Customer Service Department with any questions about the plan. The telephone number is located on the Insured's ID card. The Insured can also write to the Company at:

UnitedHealthcare Student Resources  
P.O. Box 809025  
Dallas, TX 75380-9025

## Section 1: Who Is Covered

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The Master Policy covers students and their eligible Dependents, when the plan includes Dependent coverage, 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 full-time Domestic Undergraduate students taking 12 or more credit hours and all International students are automatically enrolled in this insurance plan unless, proof of comparable coverage is furnished.

All Undergraduate students taking six to 11 credit hours, all Graduate students taking at six credit hours who are enrolled in an organized course of study or degree program given at the academic department of the University are able to enroll in this insurance plan on a voluntary basis.

All other students taking less than six credit hours but who are enrolled in an organized course of study or degree program given by an academic department of the University, or students who are fulfilling a non-coursework requirement of that program (thesis, dissertation, etc.) are eligible to enroll in this insurance plan on a voluntary basis.

If the plan includes Dependent coverage, then eligible students who do enroll may also insure their Dependents.

When the policy includes Dependent coverage, eligible Dependents include:

1. The Insured Person's legal spouse.
2. The Insured Person's Domestic Partner, if Domestic Partner is included as a "Class of Person to be Insured" as specified in the Policyholder Application.
3. Dependent children up to age 26.
4. Disabled children beyond age 26 if the child is:
  - a. Incapable of self-sustaining employment by reason of intellectual disability or physical handicap.
  - b. Chiefly dependent upon the Insured Person for support and maintenance.
5. Children for whom the parent is required by court or administrative order to provide coverage.

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.

When the Policy includes Dependent coverage, the eligibility date for Dependents of the Named Insured shall be determined in accordance with the following:

1. If a Named Insured has Dependents on the date he or she is eligible for insurance.
2. If a Named Insured acquires a Dependent after the Effective Date, such Dependent becomes eligible:
  - a. On the date the Named Insured acquires a legal spouse.

- b. On the date the Named Insured acquires a dependent child who is within the limits of a dependent child set forth in the Definitions section of this Certificate.

Dependent eligibility expires concurrently with that of the Named Insured.

Coverage availability is guaranteed for all individuals who meet the eligibility requirements specified above.

### **Medicare Eligibility**

Any person who has Medicare at the time of enrollment in this student insurance plan is not eligible for coverage under the Master Policy.

If an Insured Person obtains Medicare after the Insured Person is covered under the Master Policy, the Insured Person's coverage will not end due to obtaining Medicare.

As used here, "has Medicare" means that an individual is enrolled in benefits under Part A (receiving free Part A) or enrolled in Part B or Premium Part A.

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

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The Master Policy becomes effective at 12:01 a.m., August 1, 2024. 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., July 31, 2025. The Insured Person's coverage terminates on that date or at the end of the period through which premium is paid, whichever is earlier. When the Policy includes Dependent coverage, the coverage provided with respect to any Dependent shall not be effective prior to that of the Insured student or extend beyond that of the Insured student.

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 Policy provides One Year Term coverage. Coverage renewal is guaranteed for the Named Insured and eligible Dependents, when the plan includes Dependent coverage, as long as the Policy remains in force and the Named Insured continues to meet the eligibility requirements of the Policy.

### **Special Enrollment Period**

Eligible students may enroll themselves and their eligible Dependents, if the plan includes Dependent coverage, during a special enrollment period. A special enrollment period is not available to an eligible student or eligible Dependent if coverage under the prior plan ended for cause or because premiums were not paid on a timely basis.

A special enrollment period applies to an eligible student and any eligible Dependent when one of the following events occurs:

1. Birth.
2. Legal adoption.
3. Placement for adoption.
4. Marriage.

A special enrollment period also applies for an eligible student and/or eligible Dependent who did not enroll during the initial enrollment period if any of the following are true:

1. The eligible student previously declined coverage under the Policy, but the eligible student and/or eligible Dependent becomes eligible for a premium assistance subsidy under *Medicaid* or *Children's Health Insurance Program (CHIP)*. Coverage will begin only if the completed enrollment form and any required premium is received by the Company within 60 days of the date of determination of subsidy eligibility.
2. The eligible student and/or eligible Dependent had existing health coverage under another plan at the time they had an opportunity to enroll during the initial enrollment period and coverage under the prior plan ended because of any of the following:
  - Loss of eligibility (including legal separation, divorce or death).
  - The employer stopped paying the contributions. This is true even if the eligible student and/or eligible Dependent continues to receive coverage under the prior plan and to pay the amounts previously paid by the employer.

- In the case of COBRA continuation coverage, the coverage ended.
- The eligible student and/or eligible Dependent no longer resides, lives or works in an HMO service area if no other benefit option is available.
- The plan no longer offers benefits to a class of individuals that includes the eligible student and/or Dependent.
- The eligible student and/or eligible Dependent loses eligibility under *Medicaid* or *Children's Health Insurance Program (CHIP)*. Coverage will begin only if the completed enrollment form and any required premium is received by the Company within 60 days of the date coverage ended.

When an event takes place (for example, a birth, marriage or determination of eligibility for state subsidy), coverage begins on the date of the event. The completed enrollment form and any required Premium must be received by the Company within 31 days of the event unless otherwise noted above.

For an eligible student and/or eligible Dependent who did not enroll during the initial enrollment period because they had existing health coverage under another plan, coverage begins on the day following the day coverage under the prior plan ends. Except as otherwise noted above, coverage will begin only if the completed enrollment form and any required premium is received by the Company within 31 days of the date coverage under the prior plan ended.

### **Section 3: Extension of Benefits after Termination**

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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 90 days 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: Preferred Provider and Out-of-Network Provider Information**

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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.

Preferred Providers are providers who are part of the network indicated in the Schedule of Benefits.

The easiest way to locate Preferred Providers is through the plan's website at [www.uhcsr.com](http://www.uhcsr.com). The website will allow the Insured to easily search for providers by specialty and location.

The Insured may also call the Customer Service Department at the number on their ID card for assistance in finding a Preferred Provider.

The Company arranges for health care providers to take part in the Preferred Provider network. Preferred Providers are independent practitioners. They are not employees of the Company. It is the Insured's responsibility to choose a provider. Our credentialing process confirms public information about the providers' licenses and other credentials but does not assure the quality of the services provided.

A provider's status may change. Insureds should always confirm that a Preferred Provider is participating at the time services are required by calling Customer Service at the number on their ID card and/or by asking the provider when making an appointment for services. A directory of providers is available on the plan's website at [www.uhcsr.com](http://www.uhcsr.com).

If an Insured receives a Covered Medical Expense from an Out-of-Network Provider and was informed incorrectly by the Company prior to receipt of the Covered Medical Expense that the provider was a Preferred Provider, either through Our provider directory or in Our response to the Insured's request for such information (via telephone, electronic, web-based or internet-based means), the Insured may be eligible for cost-sharing (Copayment, Coinsurance, and applicable Deductible) that would be no greater than if the service had been provided from a Preferred Provider.

If an Insured is currently receiving treatment for Covered Medical Expenses from a provider whose network status changes from Preferred Provider to Out-of-Network Provider during such treatment due to termination (non-renewal or expiration) of the provider's contract, the Insured may be eligible to request continued care from their current provider under the same terms and conditions that would have applied prior to termination of the provider's contract for specified conditions and timeframes.

This continued care option is available to an Insured who is a continuing care patient who is:

- Undergoing a course of treatment for a serious and complex medical condition defined as:
  - An acute illness serious enough to require specialized medical treatment to avoid the possibility of death or permanent harm.
  - A chronic illness or condition that is life-threatening, degenerative, potentially disabling, or congenital and that requires specialized medical care over a prolonged time period.
- Undergoing a course of institutional or Inpatient care.
- Scheduled to undergo non-elective surgery (and post-operative care).
- Pregnant and undergoing a course of treatment for the pregnancy.
- Receiving treatment for a terminal illness.

This provision does not apply to provider contract terminations for failure to meet applicable quality standards or for fraud.

Continuity of care benefits are available for 90 days following the date the Insured receives notice of the provider's status change. This period will end earlier if the Insured ceases to receive care from the that provider.

An Insured may call the Company at the number on their ID card to find out if they are eligible for continuity of care benefits.

**"Preferred Provider Benefits"** apply to Covered Medical Expenses that are provided by a Preferred Provider.

**"Out-of-Network Provider Benefits"** apply to Covered Medical Expenses that are provided by an Out-of-Network Provider.

**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, unless otherwise stated in the Federal "No Surprises Act."

The Company will pay Covered Medical Expenses according to the benefits set forth in the Schedule of Benefits. Regardless of the provider, each Insured is responsible for the payment of any Deductible shown on the Schedule of Benefits. The Deductible, if any, must be satisfied before benefits are paid.

Allowed Amounts are the amounts the Company will pay for Covered Medical Expenses. Refer to the definition of Allowed Amount in this Certificate for information on how the Company determines Allowed Amounts.

### **Preferred Provider Benefits**

The Insured is not responsible for any difference between what the Company pays for Allowed Amounts and the amount the provider bills, except for the Insured Person's cost share obligation as specified in the Schedule of Benefits.

This Certificate includes the following provisions to comply with the applicable requirements of the *Consolidated Appropriations Act (the "Act")* (P. L. 116 -260). These provisions reflect requirements of the Act; however, they do not preempt applicable state law.

### **Out-of-Network Provider Benefits**

Except as described below, the Insured Person is responsible for paying, directly to the Out-of-Network Provider, any difference between the amount the provider bills the Insured and the amount the Company pays for Allowed Amounts.

1. For Ancillary Services received at certain Preferred Provider facilities on a non-Medical Emergency basis from Out-of-Network Provider Physicians, the Insured is not responsible, and the Out-of-Network Provider may not bill the Insured, for amounts in excess of the Insured's Copayment, Coinsurance, or Deductible which is based on the Recognized Amount as defined in this Certificate.
2. For non-Ancillary Services received at certain Preferred Provider facilities on a non-Medical Emergency basis from Out-of-Network Provider Physicians who have not satisfied the notice and consent criteria or for unforeseen or urgent medical needs that arise at the time a non-Ancillary Service is provided for which notice and consent has been satisfied in accordance with applicable law, the Insured is not responsible, and the Out-of-Network Provider may not bill the Insured, for amounts in excess of the Insured's Copayment, Coinsurance, or Deductible which is based on the Recognized Amount as defined in this Certificate.

3. For Emergency Services provided by an Out-of-Network Provider, the Insured is not responsible, and the Out-of-Network Provider may not bill the Insured, for amounts in excess of the Insured's applicable Copayment, Coinsurance, or Deductible which is based on the rates that would apply if the service was provided by a Preferred Provider which is based on the Recognized Amount as defined in this Certificate.
4. For Air Ambulance services provided by an Out-of-Network Provider, the Insured is not responsible, and the Out-of-Network Provider may not bill the Insured, for amounts in excess of the Insured's applicable Copayment, Coinsurance, or Deductible which is based on the rates that would apply if the service was provided by a Preferred Provider which is based on the Recognized Amount as defined in this Certificate.

For the purpose of this provision, "certain Preferred Provider facilities" are limited to a hospital (as defined in 1861(e) of the Social Security Act), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the Social Security Act), an ambulatory surgical center (as described in section 1833(i)(1)(A) of the Social Security Act), and any other facility specified by the Secretary.

## **Section 5: Medical Expense Benefits**

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

**Benefits are subject to: 1) the maximum amount for specific services as set forth in the Schedule of Benefits; and 2) any Policy Deductible, Coinsurance, or Copayment amounts set forth in the Schedule of Benefits.**

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

The total payable for all Covered Medical Expenses shall be calculated on a per Insured Person per Policy Year basis as stated in the Schedule of Benefits. **Read the Definitions section and the Exclusions and Limitations section carefully.**

Benefits are payable for services delivered via Telemedicine/Telehealth. Benefits for these services are provided to the same extent and at the same cost share as an in-person service under any applicable benefit category in this section.

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits.

Refer to the Exclusions and Limitations section of the Policy for any Exclusion or Limitation which may apply.

If a benefit is designated, Covered Medical Expenses include:

**ESSENTIAL HEALTH BENEFITS:** The following benefits are considered Essential health Benefits.

### **Inpatient**

1. **Room and Board Expense.**

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

Benefits also include a private room rate when Medically Necessary.

2. **Intensive Care.**

Services and nursing care provided when the Insured is confined to an Intensive Care unit specifically designed for the treatment of critically ill or injured patients.

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, including but not limited to:

- The cost of the operating room.
- Laboratory tests.
- X-ray examinations.
- Anesthesia.
- Drugs (excluding take home drugs) or medicines.

- Therapeutic services.
- Medical and surgical dressings, supplies, casts, and splints.

4. **Routine Newborn Care.**

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

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.

Benefits do not include routine Newborn Infant care and related Physician charges provided on an outpatient basis.

5. **Surgery.**

Physician's surgery fees in connection with Inpatient surgery. Benefits include normal post-operative care.

6. **Assistant Surgeon Fees.**

Assistant Surgeon Fees in connection with Inpatient surgery.

7. **Anesthetist Services.**

Professional services by an anesthetist when services are 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, including but not limited to:

- 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.

## **Outpatient**

11. **Surgery.**

Physician's surgery fees in connection with outpatient surgery. Benefits include normal post-operative care.

12. **Day Surgery Miscellaneous.**

Facility charge and the charge for services and 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.

13. **Assistant Surgeon Fees.**

Assistant Surgeon Fees in connection with outpatient surgery.

14. **Anesthetist Services.**

Professional services by an anesthetist when services are administered in connection with outpatient surgery.

15. **Physician's Visits.**

Services provided in a Physician's office or in the Insured's home for the diagnosis and treatment of a Sickness or Injury. Benefits do not apply when related to surgery or Physiotherapy.

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):

- Physical therapy, including treatment by physical means, hydrotherapy, heat, or similar modalities. Such therapy is given to relieve pain, restore function, and to prevent disability following a Sickness, Injury, or loss of limb.
- Occupational therapy for the treatment of a physically disabled Insured Person to promote the restoration of the Insured Person's ability to satisfactorily accomplish the ordinary tasks of daily living and tasks required by the Insured Person's occupation.
- Cardiac rehabilitation therapy to restore an Insured Person's functional status after a cardiac event.
- Manipulative treatment for treating problems associated with bones, joints, and the back.
- Speech therapy for the correction of a speech impairment.

Benefits do not include:

- Admission to a Hospital mainly for physical therapy.
- Long term rehabilitation in an Inpatient setting.

Physiotherapy provided in the Insured Person's home by a home health agency is provided as specified under Home Health Care. Physiotherapy provided in the Insured's home other than by a home health agency is provided as specified under this benefit.

See also Benefits for Habilitative Services.

17. **Medical Emergency Expenses.**

Benefits will be provided for Emergency Services required to stabilize an Insured for a Medical Emergency.

Emergency Services means with respect to a Medical Emergency:

- 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
- 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.

With respect to Emergency Services, "stabilize" means medical treatment as may be necessary to assure, within reasonable medical probability, that:

- No material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility.
- With respect to a pregnant woman who is having contractions, the pregnant woman will not deliver (including the placenta).

Emergency Services are available 24 hours per day, seven days per week. In the event of an emergency, the Insured should go to the nearest Hospital or use emergency services, including calling 911 or other telephone access systems utilized to contact pre-hospital emergency services, when appropriate for treatment of a Medical Emergency.

Medical Emergency benefits do not include follow-up care following an emergency room visit.

Refer to Section 4: Preferred Provider Information for additional information and a description of how Out-of-Network Emergency Services are processed.

18. **Diagnostic X-ray Services.**

Diagnostic X-rays are x-rays and other radiological services performed when the Insured has specific symptoms, to detect or monitor the Insured's condition. X-ray services for preventive care are provided as specified under Preventive Care Services.

Benefits include, but are not limited to:

- X-rays.
- Advanced Diagnostic Imaging, including MRA, MRI.
- Ultrasound.
- Nuclear diagnostic services, including nuclear cardiology imaging, PET scans, and CT scans.
- Bone density studies.
- Professional services for the reading or interpretation of the images.
- Central supply (IV tubing) or pharmacy (dye) necessary to perform tests.

19. **Radiation Therapy.**

Benefits are provided for the treatment of a Sickness by x-ray, radium, cobalt, or radioactive isotopes, including:

- Teletherapy.
- Brachytherapy.
- Intraoperative radiation.
- Photon or high energy particle sources.
- Materials and supplies used in therapy.
- Treatment planning.

20. **Laboratory Procedures.**

Laboratory Procedures and pathology services. Laboratory procedures for preventive care are provided as specified under Preventive Care 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 for the treatment of a condition by the administration of medicines, water vapors, gases, or anesthetics by inhalation into the lungs.
- Intravenous infusion therapy for the administration of pharmaceuticals, including but not limited to injections (intra-muscular, subcutaneous, continuous subcutaneous), total parenteral nutrition, enteral nutrition therapy, antibiotic therapy, pain management, and chemotherapy.
- Pulmonary therapy to restore an Insured Person's pulmonary functional status after a Sickness or Injury.
- Respiratory therapy.
- Dialysis, hemodialysis, and peritoneal dialysis for an acute or chronic kidney ailment.
- Cardiographic, encephalographic, and radioisotope tests.
- Brainstem evoked potentials (BAER).
- Somatosensory evoked potentials (SSEP).
- Visual evoked potentials (VEP).
- Nerve conduction studies.
- Muscle testing.
- Electrocardiograms (EKG).
- Electromyograms (EMG).
- Electrocardiograms.
- Echocardiograms.
- Echographies.
- Doppler studies.
- Central supply (IV tubing) or pharmacy (dye) necessary to perform tests.

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 for the treatment of a covered Injury or Sickness.

Immunizations for preventive care are provided as specified under Preventive Care Services.

Benefits do not include routine or preventive immunizations or preventive medicines or vaccines, except where required for the treatment of a covered Injury.

23. **Chemotherapy.**

Benefits are provided for the treatment of a Sickness by chemical or biological antineoplastic agents.

24. **Prescription Drugs.**

As specified in the UnitedHealthcare Pharmacy (UHCP) Prescription Drug Benefits section.

Benefits will be provided at the benefit levels indicated in the Schedule of Benefits.

**Other**

25. **Ambulance Services.**

Benefits include Medically Necessary transportation to and from the nearest facility in a vehicle (including ground, water, fixed wing, and rotary wing air transportation) which is:

- Specifically designed to transport a sick or injured person.
- Staffed by properly trained medical professionals.

Ambulance services include transportation:

- From the Insured's home, scene of accident or Medical Emergency to a Hospital.
- Between Hospitals.
- Between a Hospital and Skilled Nursing Facility.
- From a Hospital or Skilled Nursing Facility to an Insured's home.

Ambulance services also include Medically Necessary treatment of a Sickness or Injury received from a medical professional working on an ambulance when the Insured is not transported.

Benefits do not include transportation:

- To a Physician's office or clinic.
- To a morgue or funeral home.

26. **Durable Medical Equipment.**

Durable medical equipment must be for the treatment of a covered Injury or Sickness and 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.
- 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 also may include but are not limited to the following items when Medically Necessary:

- Hemodialysis equipment.
- Crutches and replacement of pads and tips.
- Pressure machines.
- Infusion pumps for IV fluids and prescription medications.
- Tracheotomy tube.
- Cardiac, neonatal, and sleep apnea monitors.
- Augmentive communications devices when necessary for an Insured's specific condition.

Costs associated with the delivery, installation, and repair of durable medical equipment are considered to be Covered Medical Expenses.

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

- Braces that stabilize an injured body part and braces to treat curvature of the spine.
- External prosthetic devices, including composite facial prosthesis, that replace a limb or body part but does not include any device that is fully implanted into the body.
- Orthotic devices used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body, including the cost of initial purchase, fitting, and repair of rigid or semi-rigid devices.
- Custom made shoe inserts, ankle foot orthotics, or built-up shoe.
- Back and special surgical corsets, trusses, and supports.
- Splints (extremity), wristlets, and slings.
- Cervical collars.
- Cochlear implants.

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. No benefits will be paid for rental charges in excess of purchase price.

Benefits not covered include, but are not limited to:

- Air conditioners.
- Ice bags/coldpack pump.
- Raised toilet seats or tub chair for use in the shower.
- Translift chairs.
- Treadmill exerciser.
- Dentures or dental appliances.
- Non-rigid appliances, such as elastic stockings, garter belts, and corsets.
- Artificial heart implants.
- Penile prosthesis in men suffering from impotency.
- Orthopedic shoes.
- Foot support devices, such as arch supports and corrective shoes, unless they are an integral part of a leg brace.

**27. Consultant Physician Fees.**

Services provided on an Inpatient or outpatient basis.

**28. Dental Treatment.**

Dental treatment when services are performed by a Physician and limited to the following:

- Injury to Sound, Natural Teeth.
- Facility charges for outpatient services if the Insured's medical condition or a dental procedure requires a Hospital setting to ensure the safety of the Insured.
- X-rays, supplies, appliances and all associated Covered Medical Expenses, including Hospital facility charges and anesthesia for transplant preparation, initiation of immunosuppressives, direct treatment of acute traumatic Injury, cancer, or cleft palate.

Benefits for accidental dental Injury include, but are not limited to:

- Oral examination.
- X-rays.
- Tests and laboratory examinations.
- Restorations.
- Prosthetic services.
- Oral surgery.
- Mandibular/maxillary reconstruction.
- Anesthesia.

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.
- At a Residential Treatment Facility.
- On an outpatient basis including intensive outpatient treatment.

Benefits do not include services received for:

- Caffeine addiction.
- Non-chemical addiction, such as gambling, sexual, spending, shopping, working, and religious.
- Codependency.
- Behavioral problems.
- Conceptual handicap.
- Parent-child problems.
- Learning disabilities.
- Milieu therapy.
- Developmental delay.
- Custodial or domiciliary care.
- Services or care provided or billed by a school, halfway house, custodial care center for the developmentally disabled, or outward bound programs, even if psychotherapy is included.
- Supervised living or halfway houses.

See also Benefits for Biologically Based Mental Illness.

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.
- At a Residential Treatment Facility.
- On an outpatient basis including intensive outpatient treatment.

The Insured may access educational materials about opioid abuse and other treatment options from the following resources:

- Take Charge Ohio. Website: [TakeChargeOhio.org](http://TakeChargeOhio.org)
- Ohio Department of Mental Health and Addiction Services. Website: [mha.ohio.gov](http://mha.ohio.gov)
- Substance Abuse and Mental health Services Administration. Website: [samhsa.gov](http://samhsa.gov)

The Insured is encouraged to contact the Company to find the appropriate type of Preferred Provider who provides treatment for high-risk Insureds with opioid use disorder. For assistance locating a Preferred Provider, the Insured may contact the Company toll free at 1-888-799-7716. In addition, the Company's utilization review program provides formal techniques designed to monitor the use of or evaluate the Medical Necessity, appropriateness, efficacy or efficiency of health care services, procedures, providers or facilities.

Benefits do not include services received for:

- Caffeine addiction.
- Non-chemical addiction, such as gambling, sexual, spending, shopping, working, and religious.
- Custodial or domiciliary care.
- Services or care provided or billed by a school, halfway house, custodial care center for the developmentally disabled, or outward bound programs, even if psychotherapy is included.
- Supervised living or halfway houses.

31. **Maternity.**

Same as any other Sickness for maternity-related services, including for prenatal and postnatal maternity care.

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 or certified nurse midwife may discharge the mother earlier than these minimum time frames.

See also Benefits for Maternity Follow-Up Care.

Benefits for therapeutic abortion are provided only when the therapeutic abortion is performed:

- To save the life of the mother.
- As a result of a case of rape or incest.

32. **Complications of Pregnancy.**

Same as any other Sickness.

33. **Preventive Care Services.**

Medical services 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*.

Required preventive care services are updated on an ongoing basis as guidelines and recommendations change. The complete and current list of preventive care services covered under the health reform law can be found at:

<https://www.uspreventiveservicestaskforce.org/Page/Name/recommendations>

Benefits include coverage for one option for each of the FDA-approved contraceptive categories defined under the Health Resources and Services Administration (HRSA) requirement. If an Insured Person’s Physician recommends a particular contraceptive service or FDA-approved item based on a determination of Medical Necessity, coverage for that that contraceptive service or item will be provided under the Preventive Care Services benefit.

Benefits do not include any other:

- Routine preventive care immunizations.
- Routine physical examinations and testing.
- Preventive testing or treatment.
- Screening exams or testing in the absence of Injury or Sickness.

See also Benefits for Child Health Supervision Services.

34. **Reconstructive Breast Surgery Following Mastectomy.**

Same as any other Sickness and in connection with a covered mastectomy.

Benefits include:

- All stages of reconstruction of the breast on which the mastectomy has been performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses and physical complications of mastectomy, including lymphedemas.
- Post-mastectomy surgical bras limited to four (4) bras per Policy Year.

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.
- Medical eye exams (dilated retinal exams).
- Preventive foot care for diabetes.
- Prescription Drugs, equipment, and supplies based on the Insured’s specific medical needs, including:
  - Insulin pumps and supplies.
  - Blood glucose meters including continuous glucose monitors.

- Insulin syringes with needles.
- Blood glucose and urine test strips.
- Ketone test strips and tablets.
- Lancets and lancet devices.

**36. Home Health Care.**

Services received from a licensed home health agency that are:

- Ordered by a Physician.
- Provided or supervised by a Registered Nurse in the Insured Person's home.
- Pursuant to a home health plan.
- Provided when an Insured is confined to the home for medical reasons and physically unable to obtain needed medical services.

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.

Home Health Care services also include:

- Diagnostic services.
- Nutritional guidance.
- Home health aide services.
- Prescription Drugs (only if provided and billed by a home health care agency).
- Infusion therapy for the in-home intravenous administration of pharmaceuticals, including but not limited to injections (intra-muscular, subcutaneous, continuous subcutaneous), total parenteral nutrition, enteral nutrition therapy, antibiotic therapy, pain management, and chemotherapy.
- Nursing services only when 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 provider.
- Private Duty Nursing services, such as teaching and monitoring of complex care skills such as tracheotomy suctioning, medical equipment use and monitoring to home caregivers and is not intended to provide for long term supporting care.

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 eight hours or greater per day and does not include nursing care of less than eight hours per day. Private duty nursing does not include Custodial Care services.

Home Health Care services do not include:

- Food, housing, homemaker services, or home delivered meals.
- Physician charges.
- Cost or installation of helpful environmental materials, services, appliances, or devices. (i.e. hand rails, ramps, air conditioners)
- Services provided by the Insured's immediate family.
- Services provided by volunteer ambulance associations for which the Insured is not required to pay, visiting teachers, vocational guidance and other counselors, and services related to outside, occupational and social activities.

**37. Hospice Care.**

When recommended by a Physician for an Insured Person that is terminally ill with a life expectancy of six months or less. Benefits will continue if the Insured Person lives longer than six months. All hospice care must be received from a licensed hospice agency.

Hospice care includes:

- Services provided in the home or at an Inpatient hospice facility.
- Physical, psychological, social, and spiritual care for the terminally ill Insured.
- Short-term grief counseling for immediate family members while the Insured is receiving hospice care.
- Nursing services.
- Home health aide services.
- Prescription drugs given by the hospice facility.

Hospice care does not include:

- Volunteer services.

- Housekeeping services.

**38. Inpatient Rehabilitation Facility.**

Services received while confined as a full-time Inpatient in a licensed Inpatient Rehabilitation Facility. 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 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.

**40. Urgent Care Center.**

Benefits are limited to facility or clinic fee billed by the Urgent Care Center.

All other services rendered during the visit will be paid at the benefit levels specified in the Schedule of Benefits based on the type of covered service performed.

**41. Hospital Outpatient Facility or Clinic.**

Benefits are limited to facility or clinic fee billed by the Hospital.

All other services rendered during the visit will be paid at the benefit levels specified in the Schedule of Benefits based on the type of covered service performed.

**42. Approved Clinical Trials.**

Routine Patient Care Costs incurred while taking part 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. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - National Institutes of Health (NIH). (Includes National Cancer Institute (NCI).)
  - Centers for Disease Control and Prevention (CDC).
  - Agency for Healthcare Research and Quality (AHRQ).
  - Centers for Medicare and Medicaid Services (CMS).
  - A cooperative group or center of any of the entities described above or the Department of Defense (DOD) or the Veterans Administration (VA).

- A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
- The Department of Veterans Affairs, the Department of Defense or the Department of Energy if the study or investigation has been reviewed and approved through a system of peer review. The peer review system is determined by the Secretary of Health and Human Services to meet both of the following criteria:
  - Comparable to the system of peer review of studies and investigations used by the National Institutes of Health.
  - Ensures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
- 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 Cancer Clinical Trials.

**43. Transplantation Services.**

Same as any other Sickness for Medically Necessary human organ, tissue, stem cell / bone marrow transplants and transfusions when ordered by a Physician. Benefits include acquisition procedures, harvest and storage, and Medically Necessary preparatory myeloablative therapy. Benefits are available when the transplant meets the definition of a Covered Medical Expense.

Donor costs directly related to the procurement of an organ or tissue from a live donor, including complications from the donor procedure for up to six weeks after the date of procurement, are Covered Medical Expenses for which benefits are payable through the Insured organ recipient's coverage under the Policy. 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:

- Reasonable and necessary transportation and lodging expenses for the Insured and a donor companion/caregiver when the Insured has to travel more than 75 miles from their residence, up to a maximum benefit of \$10,000 per transplant.
- Unrelated donor searches for bone marrow and stem cell transplants.

No benefits are payable for:

- Transplants which are considered an Elective Surgery or Elective Treatment (as defined).
- Transplants involving permanent mechanical or animal organs.
- Health services connected with the removal of an organ or tissue from an Insured Person for purposes of a transplant to another person.

**44. Pediatric Dental and Vision Services.**

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

**45. Reconstructive Procedures.**

Benefits are provided for reconstructive surgery to correct significant deformities caused by congenital or developmental abnormalities, Sickness, Injury, or an earlier treatment in order to create a more normal appearance. Reconstructive services needed as a result of an earlier treatment are covered only if the first treatment would have been a Covered Medical Expense under this Policy.

See also Reconstructive Breast Surgery following a Mastectomy.

Benefits are not provided for services performed where the primary result of the procedure is a changed or improved physical appearance.

**46. Allergy Testing and Treatment.**

Benefits for allergy testing and treatment are provided at the benefit levels specified in the Schedule of Benefits based on the type of covered service performed.

Benefits include:

- Allergy testing.
- Allergy injections.

- Allergy serum extracts.

47. **Male Sterilization.**

Benefits for male sterilization are provided at the benefit levels specified in the Schedule of Benefits based on the type of covered service performed.

48. **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 for the treatment of a covered Injury or Sickness.

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

Benefits do not include:

- Any comfort, luxury, or convenience items.
- Items which exceed the Medical Necessity needs of the Insured.
- Items usually stocked in the home for general use, such as bandages, thermometers, adhesive tapes, hot packs, ice bags.

49. **Ostomy Supplies.**

Benefits for ostomy supplies may include, but are not limited to:

- 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 or adhesive remover.

50. **Temporomandibular Joint Disorder.**

Same as any other Sickness for treatment of temporomandibular joint disorder and craniomandibular joint disorder.

51. **Vision Correction.**

Benefits are payable for the following:

- When due to a covered Injury or Sickness.
- The first pair of eyeglasses or contact lenses following intraocular lens implantation for the treatment of cataracts or aphakia.
- To replace the function of the human lens for conditions caused by cataract surgery or Injury.

Benefits do not include any other:

- Routine eye examinations.
- Eye refractions.
- Eyeglasses.
- Contact lenses
- Prescriptions or fitting of eyeglasses or contact lenses.

Vision correction for preventive care is provided under Preventive Care Services.

52. **Wigs.**

Wigs and other scalp hair prosthesis as a result of hair loss due to cancer treatment.

Benefits are limited to the first wig following cancer treatment not to exceed one per Policy Year.

## **Section 6: Mandated Benefits**

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### **BENEFITS FOR BIOLOGICALLY BASED MENTAL ILLNESS**

Benefits will be paid the same as any other Mental Illness for the treatment of Biologically Based Mental Illness.

Benefits will be provided if both of the following apply:

1. The Biologically Based Mental Illness is clinically diagnosed by a Physician authorized to practice medicine and surgery or osteopathic medicine and surgery, a psychologist, a professional clinical counselor, professional counselor, independent social worker, or a clinical nurse specialist whose nursing specialty is mental health.
2. The prescribed treatment is not experimental or investigational, having proven its clinical effectiveness in accordance with generally accepted medical standards.

“Biologically Based Mental Illness” means schizophrenia, schizoaffective disorder, major depressive disorder, bipolar disorder, paranoia and other psychotic disorders, obsessive-compulsive disorder, and panic disorder, as these terms are defined in the most recent edition of the diagnostic and statistical manual of mental disorders published by the American Psychiatric Association.

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

### **BENEFITS FOR CANCER CLINICAL TRIALS**

Benefits will be paid the same as any other Sickness for Routine Patient Care administered to an Insured participating in any stage of an Eligible Cancer Clinical Trial, if those expenses would be paid if the Insured was not participating in a clinical trial.

“Eligible Cancer Clinical Trial” means a cancer clinical trial that meets all of the following criteria:

1. A purpose of the trial is to test whether the intervention potentially improves the trial participant’s health outcomes.
2. The treatment provided as part of the trial is given with the intention of improving the trial participant’s health outcomes.
3. The trial has a therapeutic intent and is not designed exclusively to test toxicity or disease pathophysiology.
4. The trial does one of the following:
  - Tests how to administer a health care service, item, or drug for the treatment of cancer.
  - Tests responses to a health care service, item or drug for the treatment of cancer.
  - Compares the effectiveness of a health care service, item, or drug for the treatment of cancer with that of other health care services, items or drugs for the treatment of cancer.
  - Studies new uses of a health care service, item, or drug for the treatment of cancer.
5. The trial is approved by one of the following entities:
  - The National Institutes of Health or one of its cooperative groups or centers under the United States Department of Health and Human Services.
  - The United States Department of Defense.
  - The United States Department of Veterans’ Affairs.

“Routine Patient Care” means all health care services consistent with the coverage provided in the policy for the treatment of cancer, including the type and frequency of any diagnostic modality, that is typically covered for a cancer patient who is not enrolled in a Cancer Clinical Trial, and that was not necessitated solely because of the trial.

Benefits will not be paid for:

1. A health care service, item, or drug that is the subject of the cancer clinical trial.
2. A health care service, item, or drug provided solely to satisfy data collection and analysis needs for the cancer clinical trial that is not used in the direct clinical management of the patient;
3. An investigational or experimental drug or device that has not been approved for market by the United States Food and Drug Administration;
4. Transportation, lodging, food, or other expenses for the Insured, or a family member or companion of the Insured, that are associated with the travel to or from a facility providing the cancer clinical trial;
5. An item or drug provided by the cancer clinical trial sponsors free of charge for any patient;
6. A service, item, or drug that is eligible for reimbursement by a person other than the insurer, including the sponsors of the cancer clinical trial.

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

## **BENEFITS FOR MATERNITY FOLLOW-UP CARE**

Benefits shall be provided for maternity follow-up care when directed by a Physician or an advanced practice registered nurse for a mother and her newborn. Benefits shall include:

1. Physical assessment of the mother and newborn.
2. Parent education.
3. Assistance and training in breast or bottle feeding.
4. Assessment of the home support system.
5. Performance of any Medically Necessary and appropriate clinical tests.
6. Any other services consistent with follow-up care recommended in the protocols and guidelines developed by national organizations that represent pediatric, obstetric, and nursing professionals.

Benefits apply to services provided in a medical setting or through home health care visits when such visits are performed by a provider who is knowledgeable and experienced in maternity and newborn care.

When a decision is made to discharge a mother or newborn prior to the expiration of the applicable number of hours of inpatient care required to be covered, then benefits will be paid for follow-up care that is provided within seventy-two (72) hours after discharge. When the mother or newborn receive at least the number of hours in inpatient required to be covered, then benefits will be paid for Medically Necessary follow-up care as determined by the health care provider responsible for discharging the mother or newborn.

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

## **BENEFITS FOR CYTOLOGIC SCREENING AND SCREENING MAMMOGRAPHY**

Benefits shall be provided for Screening Mammography to detect the presence of breast cancer in adult women and cytologic screening for the presence of cervical cancer.

Benefits for Screening Mammography shall be provided:

1. For a woman at least age thirty-five (35) but under age forty, one Screening Mammography.
2. For a woman at least age forty (40) but under age fifty (50), either of the following:
  - One Screening Mammography every two (2) years; or
  - One Screening Mammography every year if a Physician has determined that the woman has risk factors for breast cancer.
3. For a woman at least age fifty (50) but under age sixty-five (65), one Screening Mammography every year.

"Screening Mammography" means a radiologic examination utilized to detect unsuspected breast cancer at an early stage in asymptomatic women and includes the x-ray examination for the breast using equipment that is dedicated specifically for mammography, including, but not limited to, the x-ray tube, filter, compression device, screens, film, and cassettes, and that has an average radiation exposure delivery of less than one rad mid-breast. Screening Mammography includes two views for each breast and the professional interpretation of the film. Screening Mammography does not include a diagnostic mammography.

Cytologic screenings 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.

Cytologic screenings 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.

Cytologic screenings 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.

Screening Mammography 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.

Screening Mammography not covered by the Preventive Care Services Benefit shall be covered for a total not more than 130% of the Medicare Reimbursement Rate in Ohio for screening mammography. No provider, Hospital, or other health care facility shall seek or receive compensation in excess of 130% of the Medicare reimbursement rate, except for applicable Deductibles and Copayments. Benefits shall be subject to all limitations or any other provisions of the Policy.

“Medicare Reimbursement Rate” means the reimbursement rate paid in Ohio under the Medicare program for Screening Mammography that does not include digitization or computer-aided detection, regardless of whether the actual benefit includes digitization or computer-aided detection.

### **BENEFITS FOR ORAL ANTICANCER MEDICATION**

Benefits will be provided for prescribed, orally administered anticancer medication that has been approved by the Federal Food and Drug Administration and is used to kill or slow the growth of cancerous cells.

The orally administered medication shall be provided at a cost to the Insured not to exceed the Coinsurance percentage or the Copayment amount specified in the Schedule of Benefits for Chemotherapy which is applied to an intravenously administered or an injected cancer medication prescribed for the same purpose.

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

### **BENEFITS FOR OFF LABEL USE OF PRESCRIPTION DRUGS**

Benefits will be provided for any drug approved by the United States Food and Drug Administration, even though the drug has not been approved by the United States Food and Drug Administration for the treatment of the particular indication for which the drug has been prescribed, provided that the drug has been recognized as safe and effective for the treatment of that indication in one or more of the standard medical reference compendia adopted by the United States Department of Health and Human Services under 42 U.S.C. 1395x(t)(2), as amended, or in medical literature that meets the specific criteria listed below.

Medical literature may be accepted for the purposes of this mandate, if all of the following apply:

1. Two articles from major peer reviewed professional medical journals have recognized, based on scientific or medical criteria, the drug's safety and effectiveness for treatment of the indication for which the drug has been prescribed.
2. No article from a major peer-reviewed professional medical journal has concluded, based on scientific or medical criteria, that the drug is unsafe or ineffective or that the drug's safety and effectiveness cannot be determined for the treatment of the indication for which the drug has been prescribed.
3. Each article meets the uniform requirements for manuscripts submitted to biomedical journals established by the International Committee of Medical Journal Editors or is published in a journal specified by the United States Department of Health and Human Services pursuant to section 186(t)(2)(B) of the Social Security Act 107 Stat. 591 (1993), 42 U. S. C. 1395x(t)(2)(B), as amended, as acceptable peer-reviewed medical literature.

Nothing in this section shall:

1. Require coverage for any drug if the United States Food and Drug Administration has determined its use to be contraindicated for the treatment of the particular indication for which the drug has been prescribed.
2. Require coverage for experimental drugs not approved for any indication by the United States Food and Drug Administration.
3. Alter any law with regard to provisions limiting the coverage of drugs that have not been approved by the United States Food and Drug Administration.
4. Require reimbursement or coverage for any drug not included in the drug formulary or list of covered drugs for this policy.
5. Prohibit the application of any policy limitations or exclusions, provided that the decision is not based primarily on the basis that the coverage of the drug is required by this mandate.

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

### **BENEFITS FOR CHILD HEALTH SUPERVISION SERVICES**

When the policy includes Dependent coverage, then benefits shall be provided the same as any other Sickness for Child Health Supervision Services from the moment of birth until age nine.

“Child Health Supervision Services” means periodic review of a child's physical and emotional status performed by a Physician, by a health care professional under the supervision of a Physician, or, in the case of hearing screening, by an individual conducting a hearing screening on a newborn infant in a Hospital.

Child Health Supervision Services 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 of Benefits.

Child Health Supervision Services not covered by the Preventive Care Services Benefit shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### BENEFITS FOR HABILITATIVE SERVICES

Benefits will be provided the same as any other Mental Illness for Habilitative Services provided to an Insured Person up to age 21 with a medical diagnosis of Autism Spectrum Disorder.

Benefits include, but are not limited to:

1. Outpatient physical rehabilitation services, including:
  - Speech and language therapy and occupational therapy, performed by a licensed therapist.
  - Clinical therapeutic intervention defined as therapies supported by empirical evidence, which includes but are not limited to applied behavioral analysis, provided by or under the supervision of a professional who is licensed, certified, or registered by an appropriate agency of the state to perform the services in accordance with a treatment plan.
2. Mental/behavioral health outpatient services performed by a licensed psychologist, psychiatrist, or physician to provide consultation, assessment, development and oversight of treatment plans.

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

### Section 7: Coordination of This Contract's Benefits with Other Benefits

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The Coordination of Benefits ("COB") provision applies when a person has health care coverage under more than one **Plan**. **Plan** is defined below.

The order of benefit determination rules govern the order in which each **Plan** will pay a claim for benefits. The **Plan** that pays first is called the **Primary plan**. The **Primary plan** must pay benefits in accordance with its policy terms without regard to the possibility that another **Plan** may cover some expenses. The **Plan** that pays after the **Primary plan** is the **Secondary plan**. The **Secondary plan** may reduce the benefits it pays so that payments from all **Plans** does not exceed 100% of the total **Allowable expense**.

### DEFINITIONS

- A. A **Plan** is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
- (1) **Plan** includes: group and nongroup insurance contracts, health insuring corporation ("HIC") contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
  - (2) **Plan** does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate **Plan**. If a **Plan** has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate **Plan**.

- B. **This plan** means, in a **COB** provision, the part of the contract providing the health care benefits to which the **COB** provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care benefits is separate from this plan. A contract may apply one **COB** provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another **COB** provision to coordinate other benefits.
- C. The order of benefit determination rules determine whether **This plan** is a **Primary plan** or **Secondary plan** when the person has health care coverage under more than one **Plan**.

When **This plan** is primary, it determines payment for its benefits first before those of any other **Plan** without considering any other **Plan's** benefits. When **This plan** is secondary, it determines its benefits after those of another **Plan** and may reduce the benefits it pays so that all **Plan** benefits do not exceed 100% of the total **Allowable expense**.

- D. **Allowable expense** is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any **Plan** covering the person. When a **Plan** provides benefits in the form of services, the reasonable cash value of each service will be considered an **Allowable expense** and a benefit paid. An expense that is not covered by any **Plan** covering the person is not an **Allowable expense**. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an **Allowable expense**.

The following are examples of expenses that are not **Allowable expenses**:

- (1) The difference between the cost of a semi-private hospital room and a private hospital room is not an **Allowable expense**, unless one of the **Plans** provides coverage for private hospital room expenses.
  - (2) If a person is covered by 2 or more **Plans** that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an **Allowable expense**.
  - (3) If a person is covered by 2 or more **Plans** that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an **Allowable expense**.
  - (4) If a person is covered by one **Plan** that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another **Plan** that provides its benefits or services on the basis of negotiated fees, the **Primary plan's** payment arrangement shall be the **Allowable expense** for all **Plans**. 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, the negotiated fee or payment shall be the **Allowable expense** used by the **Secondary plan** to determine its benefits.
  - (5) The amount of any benefit reduction by the **Primary plan** because a covered 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 admissions, and preferred provider arrangements.
- E. **Closed panel plan** is a **Plan** that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the **Plan**, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.
- F. **Custodial parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

## ORDER OF BENEFIT DETERMINATION RULES

When a person is covered by two or more **Plans**, the rules for determining the order of benefit payments are as follows:

- A. The **Primary plan** pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other **Plan**.
- B. (1) Except as provided in Paragraph (2), a **Plan** that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both **Plans** state that the complying plan is primary.
- (2) 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.
- C. 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**.
- D. Each **Plan** determines its order of benefits using the first of the following rules that apply:
- (1) Non-Dependent or Dependent. The **Plan** that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the **Primary plan** and the **Plan** that covers the person as a dependent is the **Secondary plan**. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the **Plan** covering the person as a dependent, and primary to the **Plan** covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two **Plans** is

reversed so that the **Plan** covering the person as an employee, member, policyholder, subscriber or retiree is the **Secondary plan** and the other **Plan** is the **Primary plan**.

- (2) Dependent child covered under more than one plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one **Plan** the order of benefits is determined as follows:
  - (a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
    - The **Plan** of the parent whose birthday falls earlier in the calendar year is the **Primary plan**; or
    - If both parents have the same birthday, the **Plan** that has covered the parent the longest is the **Primary plan**.
    - However, if one spouse's plan has some other coordination rule (for example, a "gender rule" which says the father's plan is always primary), we will follow the rules of that plan.
  - (b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
    - (i) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the **Plan** of that parent has actual knowledge of those terms, that **Plan** is primary. This rule applies to plan years commencing after the **Plan** is given notice of the court decree;
    - (ii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;
    - (iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or
    - (iv) If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
      - The **Plan** covering the **Custodial parent**;
      - The **Plan** covering the spouse of the **Custodial parent**;
      - The **Plan** covering the **non-custodial parent**; and then
      - The **Plan** covering the spouse of the **non-custodial parent**
  - (c) For a dependent child covered under more than one **Plan** of individuals who are not the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.
- (3) Active employee or retired or laid-off employee. The **Plan** that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the **Primary plan**. The **Plan** covering that same person as a retired or laid-off employee is the **Secondary plan**. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other **Plan** does not have this rule, and as a result, the **Plans** do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D (1) can determine the order of benefits.
- (4) COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another **Plan**, the **Plan** covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the **Primary plan** and the COBRA or state or other federal continuation coverage is the **Secondary plan**. If the other **Plan** does not have this rule, and as a result, the **Plans** do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D (1) can determine the order of benefits.
- (5) Longer or shorter length of coverage. The **Plan** that covered the person as an employee, member, policyholder, subscriber or retiree longer is the **Primary plan** and the **Plan** that covered the person the shorter period of time is the **Secondary plan**.
- (6) If the preceding rules do not determine the order of benefits, the **Allowable expenses** shall be shared equally between the **Plans** meeting the definition of **Plan**. In addition, **This plan** will not pay more than it would have paid had it been the **Primary plan**.

## EFFECT ON THE BENEFITS OF THIS PLAN

- A. When **This plan** is secondary, it may reduce its 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 any **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.

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

## **RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION**

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

## **FACILITY OF PAYMENT**

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

## **RIGHT OF RECOVERY**

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

## **COORDINATION DISPUTES**

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. Call our Customer Service Department at 1-888-799-7716. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526, or visit the Department's website at <http://insurance.ohio.gov>.

## **Section 8: Definitions**

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**ADOPTED OR FOSTER CHILD** means the adopted child or foster child placed with an Insured while that person is covered under the Policy. Such child will be covered from the moment of placement for the first 31 days. The Insured must notify the Company, in writing, of the adopted or foster child not more than 31 days after placement or adoption.

In the case of a newborn adopted child, coverage begins at the moment of birth if a written agreement to adopt such child has been entered into by the Insured prior to the birth of the child, whether or not the agreement is enforceable. However, coverage will not continue to be provided for an adopted child who is not ultimately placed in the Insured's residence.

Benefits will also be provided for another child placed in court-ordered temporary or other custody of the Insured from the moment of placement.

When the Policy includes Dependent coverage, the Insured will have the right to continue such coverage for the child beyond the first 31 days. To continue the coverage the Insured must, within the 31 days after the child's date of placement: 1) apply to us; and 2) pay the required additional premium, if any, for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 31 days after the child's date of placement.

**AIR AMBULANCE** means medical transport by rotary wing air ambulance or fixed wing air ambulance as defined in 42 *CFR* 414.605.

**ALLOWED AMOUNT** means the maximum amount the Company is obligated to pay for Covered Medical Expenses. Allowed amounts are determined by the Company or determined as required by law, as described below.

Allowed amounts are based on the following:

When Covered Medical Expenses are received from a Preferred Provider, allowed amounts are the Company's contracted fee(s) with that provider.

When Covered Medical Expenses are received from an Out-of-Network Provider as described below, allowed amounts are determined as follows:

1. **For non-Medical Emergency Covered Medical Expenses received at certain Preferred Provider facilities from Out-of-Network Provider Physicians** when such services are either: a) Ancillary Services; or b) non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the *Public Health Service Act* with respect to a visit as defined by the Secretary, the allowed amount is based on one of the following in the order listed below as applicable:
  - The reimbursement rate as determined by a state *All Payer Model Agreement*.
  - The reimbursement rate as determined by state law.
  - The initial payment made by the Company or the amount subsequently agreed to by the Out-of-Network Provider and the Company.
  - The amount determined by *Independent Dispute Resolution (IDR)*.

For the purpose of this provision, "certain Preferred Provider facilities" are limited to a hospital (as defined in 1861(e) of the *Social Security Act*), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the *Social Security Act*), an ambulatory surgical center (as described in section 1833(i)(1)(A) of the *Social Security Act*), and any other facility specified by the Secretary.

2. **For Emergency Services provided by an Out-of-Network Provider**, the allowed amount is based on one of the following in the order listed below as applicable:
  - The reimbursement rate as determined by a state *All Payer Model Agreement*.
  - The reimbursement rate as determined by state law.
  - The initial payment made by the Company or the amount subsequently agreed to by the Out-of-Network Provider and the Company.
  - The amount determined by *Independent Dispute Resolution (IDR)*.
3. **For Air Ambulance transportation provided by an Out-of-Network Provider**, the allowed amount is based on one of the following in the order listed below as applicable:
  - The reimbursement rate as determined by a state *All Payer Model Agreement*.
  - The reimbursement rate as determined by state law.
  - The initial payment made by the Company or the amount subsequently agreed to by the Out-of-Network Provider and the Company.
  - The amount determined by *Independent Dispute Resolution (IDR)*.

When Covered Medical Expenses are received from an Out-of-Network Provider, except as described above, allowed amounts are determined based on either of the following:

1. Negotiated rates agreed to by the Out-of-Network Provider and either the Company or one of Our vendors, affiliates or subcontractors.
2. If rates have not been negotiated, then one of the following amounts:
  - Allowed amounts are determined based on 140% of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the geographical market, with the exception of the following.
    - 50% of CMS for the same or similar freestanding laboratory service.
    - 45% of CMS for the same or similar Durable Medical Equipment from a freestanding supplier, or CMS competitive bid rates.
    - 70% of CMS for the same or similar physical therapy service from a freestanding provider.
  - When a rate for all other services is not published by CMS for the service, the allowed amount is based on 20% of the provider's billed charge.

We update the CMS published rate data on a regular basis when updated data from CMS becomes available. These updates are typically put in place within 30 to 90 days after CMS updates its data.

**ANCILLARY SERVICES** means items and services provided by Out-of-Network Provider Physicians at a Preferred Provider facility that are any of the following:

1. Related to emergency medicine, anesthesiology, pathology, radiology, and neonatology.

2. Provided by assistant surgeons, hospitalists, and intensivists.
3. Diagnostic services, including radiology and laboratory services, unless such items and services are excluded from the definition of ancillary services as determined by the Secretary.
4. Provided by such other specialist practitioners as determined by the Secretary.
5. Provided by an Out-of-Network Provider Physician when no other Preferred Provider Physician is available.

**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 health care services and supplies which are all of the following:

1. Provided for the purpose of preventing, evaluating, diagnosing or treating a Sickness or Injury.
2. Medically Necessary.
3. Specified as a covered medical expense in this Certificate under the Medical Expense Benefits or in the Schedule of Benefits.
4. Not in excess of the Allowed Amount or the Recognized Amount when applicable.
5. Not in excess of the maximum benefit payable per service as specified in the Schedule of Benefits.
6. Not excluded in this Certificate under the Exclusions and Limitations.
7. In excess of the amount stated as a Deductible, if any.

Covered medical expenses include the Preventive Care Services described in the Medical Expense Benefits section of this Certificate.

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.

**DEPENDENT** means:

1. The legal spouse of the Named Insured
2. The Domestic Partner of the Named Insured, if listed as a "Class of Person" to be insured as specified in the Policyholder Application.
3. Their dependent children.

Children shall cease to be dependent at the end of the month in which they attain the age of 26 years.

The attainment of the limiting age will not operate to terminate the coverage of such child while the child is and continues to be both:

1. Incapable of self-sustaining employment by reason of intellectual disability or physical handicap.
2. Chiefly dependent upon the Insured Person for support and maintenance.

Proof of such incapacity and dependency shall be furnished to the Company: 1) by the Named Insured; and, 2) within 31 days of the child's attainment of the limiting age. Subsequently, such proof must be given to the Company annually following the child's attainment of the limiting age.

If a claim is denied under the Policy because the child has attained the limiting age for dependent children, the burden is on the Insured Person to establish that the child is and continues to be handicapped as defined by subsections (1) and (2).

**DOMESTIC PARTNER** means a person who is neither married nor related by blood or marriage to the Named Insured but who:

1. Is the Named Insured's sole spousal equivalent.
2. Lives together with the Named Insured in the same residence and intends to do so indefinitely.
3. Is responsible with the Named Insured for each other's welfare.

A domestic partner relationship may be demonstrated by any three of the following types of documentation:

1. A joint mortgage or lease.
2. Designation of the domestic partner as beneficiary for life insurance.
3. Designation of the domestic partner as primary beneficiary in the Named Insured's will.
4. Domestic partnership agreement.
5. Powers of attorney for property and/or health care.
6. Joint ownership of either a motor vehicle, checking account or credit account.

**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, both:

1. An appropriate medical screening examination that is within the capability of the emergency department of a Hospital or an Independent Freestanding Emergency Department, including Ancillary Services routinely available to the emergency department to evaluate such emergency medical condition.
2. Such further medical examination and treatment to the extent they are within the capabilities of the staff and facilities available at the Hospital or an Independent Freestanding Emergency Department to stabilize the patient (regardless of the department of the Hospital in which such further exam or treatment is provided).

Emergency services include items and services otherwise covered under the Policy when provided by an Out-of-Network Provider or facility (regardless of the department of the Hospital in which the items and services are provided) after the patient is stabilized and as part of outpatient observation, or an Inpatient stay or outpatient stay that is connected to the original emergency medical condition, unless each of the following conditions are met:

1. The attending Physician or treating provider for the Medical Emergency determines the patient is able to travel using nonmedical transportation or non-emergency medical transportation to an available Preferred Provider or Preferred Provider facility located within a reasonable distance taking into consideration the patient's medical condition.
2. The provider furnishing the additional items and services satisfied the notice and consent criteria in accordance with applicable law.
3. The patient is in such a condition to receive information as stated in 2 above and to provide informed consent in accordance with applicable law.
4. The provider or facility satisfied any additional requirements or prohibitions as may be imposed by state law.

The above conditions do not apply to unforeseen or urgent medical needs that arise at the time the service is provided regardless of whether notice and consent criteria has been satisfied.

**ESSENTIAL HEALTH BENEFITS** means the following general categories and the items and services covered within the categories:

1. Ambulatory patient services.
2. Emergency Services.

3. Hospitalization.
4. Maternity and newborn care.
5. Mental health and substance use disorder services, including behavioral health treatment.
6. Prescription drugs.
7. Rehabilitative and habilitative services and devices.
8. Laboratory services.
9. Preventive wellness services and chronic disease management.
10. Pediatric services, including oral and vision care.

Essential health benefits shall be consistent with benefits set forth under the Patient Protection and Affordable Care Act of 2010 and any regulations issued pursuant thereto.

**HABILITATIVE SERVICES** means health care services and devices that help a person keep, learn, or improve skills and functions for daily living when administered by a Physician pursuant to a treatment plan. Habilitative services include occupational therapy, physical therapy, speech therapy, and other services for people with disabilities.

Habilitative services do not include Elective Surgery or Elective Treatment or 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.

A service that does not help the Insured Person to meet functional goals in a treatment plan within a prescribed time frame is not a habilitative service.

**HOSPITAL** means a licensed or properly accredited general hospital which is all of the following:

1. Open at all times.
2. Operated primarily and continuously for the treatment of sick and injured persons as inpatients.
3. 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 on the premises.
6. Not primarily a clinic, nursing, rest or convalescent home.

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

**INDEPENDENT FREESTANDING EMERGENCY DEPARTMENT** means a health care facility that: 1) is geographically separate and distinct and licensed separately from a Hospital under applicable state law; and 2) provides Emergency Services.

**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: 1) the Named Insured; and when the Policy includes Dependent coverage, 2) Dependents of the Named Insured, if: 1) the Dependent is properly enrolled in the Policy, and 2) the appropriate Dependent premium has been paid. 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 a medical condition (including Mental Illness and Substance Use Disorder) manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention would result in any of the following:

1. Placement of the Insured's health in serious jeopardy.
2. Serious impairment of bodily functions.
3. Serious dysfunction of any body organ or part.
4. In the case of a pregnant woman, serious jeopardy to the health of the woman or her unborn child.

Expenses incurred for Medical Emergency will be paid only for Sickness or Injury which fulfills the above conditions.

**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.

**MEDICARE** means Parts A, B, C and D of the insurance program established by Title XVIII, United States Social Security Act, as amended by 42 U.S.C. Sections 1394, et seq. and as later amended.

**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.

**NEWBORN INFANT** means any child born of an Insured while that person is insured under the Policy. Newborn Infants will be covered under the Policy for the first 31 days after birth. Coverage for such a child will be for Injury or Sickness, including medically diagnosed Congenital Conditions, birth abnormalities, prematurity and nursery care; benefits will be the same as for the Insured Person who is the child's parent.

When the Policy includes Dependent coverage, the Insured will have the right to continue such coverage for the child beyond the first 31 days. To continue the coverage the Insured must, within the 31 days after the child's birth: 1) apply to the Company; and 2) pay the required additional premium, if any, for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 31 days after the child's birth.

**OUT-OF-NETWORK PROVIDER** means a provider who has not contracted with the Company and has not agreed to provide specific services on any prearranged fee schedule. The Insured Person will pay a higher amount of cost sharing to see an out-of-Network provider.

**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, other practitioners such as a physician's assistant or registered nurse) 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 academic year 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.

**PREFERRED PROVIDER** means a Physician, Hospital, or other provider that has a participation agreement in effect (either directly or indirectly) with the Company or Our affiliates to participate in Our preferred provider network and to provide specific services at negotiated prices to the Insured Person. Our affiliates are those entities affiliated with the Company through common ownership or control with Us or with Our ultimate corporate parent, including direct and indirect subsidiaries.

**PRESCRIPTION DRUGS** mean any of the following:

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.
4. Injectable insulin.

**RECOGNIZED AMOUNT** means the amount which any Copayment, Coinsurance, and applicable Deductible is based on for the below Covered Medical Expenses when provided by Out-of-Network Providers:

1. Out-of-Network Emergency Services.
2. Non-Emergency Services received at certain Preferred Provider facilities by Out-of-Network Provider Physicians, when such services are either Ancillary Services or non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the *Public Health Service Act*. For the purpose of this provision, "certain Preferred Provider facilities" are limited to a hospital (as defined in 1861(e) of the *Social Security Act*), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the *Social Security Act*), an ambulatory surgical center described in section 1833(i)(1)(A) of the *Social Security Act*, and any other facility specified by the Secretary.

The amount is based on one of the following in order listed below as applicable:

1. An *All Payer Model Agreement* if adopted.
2. State law.
3. The lesser of the amount as determined under applicable law or the amount billed by the provider or facility.

The recognized amount for Air Ambulance services provided by an Out-of-Network Provider will be calculated based on the lesser of the qualifying payment amount as determined under applicable law or the amount billed by the Air Ambulance service provider.

**Note:** Covered Medical Expenses that use the recognized amount to determine the Insured's cost sharing may be higher or lower than if cost sharing for these Covered Medical Expenses were determined based on an Allowed Amount.

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

**RESIDENTIAL TREATMENT FACILITY** means a facility operating as required by law that provides Mental Illness and Substance Use Disorder treatment. A residential treatment facility must meet all the following requirements:

1. Provide a program of treatment under active participation and direction of a Physician.
2. Have or maintain a written, specific and detailed treatment program requiring the Insured's full-time residence and participation.
3. Provide at least the following basic services in a 24-hour per day, structured setting:
  - Room and board.
  - Evaluation and diagnosis.
  - Counseling.
  - Referral and orientation to specialized community resources.

A residential treatment facility that qualifies as a Hospital will be considered to be a Hospital.

**SECRETARY** means the term secretary as that term is applied in the *No Surprises Act* of the *Consolidated Appropriations Act (P.L. 116-260)*.

**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.

**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.

**TELEHEALTH/TELEMEDICINE** means live, interactive audio with visual transmissions of a Physician-patient encounter from one site to another using synchronous or asynchronous information and telecommunications technology. The site may be a CMS defined originating facility or another location such as an Insured Person's home or place of work.

**URGENT CARE CENTER** means a facility that provides treatment required to prevent serious deterioration of the Insured Person's health as a result of an unforeseen Sickness, Injury, or the onset of acute or severe symptoms.

## Section 9: Exclusions and Limitations

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This Exclusions and Limitations section describes items which are excluded from coverage and are not considered to be Covered Medical Expenses.

**Read the Definitions section and the attached Schedule of Benefits carefully. Refer to the Medical Expense Benefits section for benefit specific limitations.**

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits or for procedures, equipment, services, supplies, or charges which the Company determines are not Medically Necessary or do not meet the Company's medical policy, clinical coverage guidelines, or benefit policy guidelines.

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. Cosmetic procedures. Cosmetic procedures are primarily intended to preserve, change, or improve the Insured Person's appearance, including surgery or treatments to change the size, shape, or appearance of facial or body features (such as the Insured's skin, nose, eyes, ears, cheeks, chin, chest, or breasts).  
This exclusion does not apply to:
  - Benefits specifically provided in the Policy for Reconstructive Procedures.
  - Myocardial infarction.
  - Pulmonary embolism.
  - Thrombophlebitis.
  - Exacerbations of co-morbid conditions.
3. 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 abuse facilities for domiciliary or Custodial Care.
4. Any dental treatment not specifically provided for in the Policy.
5. Elective Surgery or Elective Treatment.
6. Elective abortion. This exclusion does not apply to therapeutic abortions as specified under Maternity Benefits.
7. Examinations related to research screenings.
8. Foot care for the following:
  - Flat foot conditions.
  - Supportive devices for the foot.
  - Subluxations of 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 preventive foot care due to conditions associated with metabolic, neurologic, or peripheral vascular disease.
9. Health spa or similar facilities. Strengthening programs.
10. Hearing aids or exams to prescribe or fit them.
11. Hypnosis.
12. Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation.
13. Injury sustained from playing, practicing, traveling to or from, participating in, or conditioning for any intercollegiate sport for which benefits are paid or payable under a sports accident policy issued to the Policyholder, or for which coverage is provided by the National Collegiate Athletic Association (NCAA), the National Association of Intercollegiate Athletics (NAIA), or any other sports association.
14. Investigational services.
15. Marital counseling.
16. Direct participation in a riot or civil disobedience, nuclear explosion, or nuclear accident. Commission of or attempt to commit a felony.
17. Physical exams and immunizations required for enrollment in any insurance program, as a condition of employment, or for licensing.
18. Prescription Drugs, services or supplies as follows:
  - Therapeutic devices or appliances, including: hypodermic needles, syringes, support garments and other non-medical substances, regardless of intended use, not specifically provided for in the Policy.

- Immunization agents, except as specifically provided under Preventive Care Services.
  - 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 or sexual enhancement drugs.
  - Growth hormones.
  - Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.
19. Reconstructive procedures, except as specifically provided in the benefits for Reconstructive Procedures.
  20. Reproductive services for the following:
    - Cryopreservation of reproductive materials. Storage of reproductive materials.
    - Fertility tests.
    - Infertility treatment (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception.
    - Impotence, organic or otherwise.
    - Reversal of sterilization procedures.
  21. When the Policyholder has a Student Health Center, services provided by the Student Health Center for which the Insured Person has no legal obligation to pay.
  22. Naturopathic services.
  23. Surgical treatment of gynecomastia.
  24. Services provided by any Governmental unit, unless otherwise required by law or regulation.
  25. 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).
  26. 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 benefits for Preventive Care Services.

## **Section 10: How to File a Claim for Injury and Sickness Benefits**

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In the event of Injury or Sickness, students should:

1. If the School has a referral requirement, report to the Student Health Center for treatment or referral, or when not in school, to their Physician or Hospital.
2. If the Insured Person is submitting the claim and a claim form is not required, 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.
3. If the Insured Person is submitting the claim and a claim form is required, secure a Company claim form from the Student Health Center or from the address below, fill in the necessary information, have the attending physician complete his portion of the form, if required, attach all medical and hospital bills and mail to the address below. If a claim form is required, no claim will be paid unless a Company claim form is filled out completely and mailed to the address below.
4. 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.

If submitting a claim by mail, send the above information to the Company at:

UnitedHealthcare Student Resources  
 P.O. Box 809025  
 Dallas, TX 75380-9025

## **Section 11: General Provisions**

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**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 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:** If a claim form is required, then upon receipt of a notice of claim, the Company will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of written notice the claimant shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and extent of the loss for which claim is made.

**PROOF OF LOSS:** Written proof of loss must be furnished to the Company at its 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 immediately or within 30 days upon receipt of due written proof of such loss.

**PAYMENT OF CLAIMS:** All or a portion of any indemnities provided by the Policy may, at the Company's option, be paid directly to the Hospital or person rendering such service, unless the Named Insured requests otherwise in writing not later than the time of filing proofs of such loss. Otherwise, accrued indemnities will be paid to the Named Insured or the estate of the Named Insured.

Indemnities provided under the Policy for any of the Out-of-Network Provider services listed in the *No Surprises Act* of the *Consolidated Appropriations Act (P.L. 116-260)* will be paid directly to the Provider.

Any payment so made shall discharge the Company's obligation to the extent of the amount of benefits so paid.

**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.

**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 three years after the time written proofs of loss are required to be furnished.

**SUBROGATION:** The Company shall be subrogated to all rights of recovery which any Insured Person has against any person, firm or corporation to the extent of payments for benefits made by the Company to or for benefit of an Insured Person. The Insured shall execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights to the Company.

If the full value of an Insured Person's recovered amount is reduced due to: 1) comparative negligence; 2) a party's liability under sections 2307.22 to 2307.28 of the revised code; 3) the collectability of the full value of the claim for injury, death, or loss resulting from limited liability insurance; or 4) any other cause, then the Company's recoverable amount shall be diminished in the same proportion as the Insured Person's.

**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.

**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.

## **Section 12: Notice of Appeal Rights**

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### **RIGHT TO INTERNAL APPEAL** **Standard Internal Appeal**

The Insured Person has the right to request an Internal Appeal if the Insured Person disagrees with the Company's denial, in whole or in part, of a claim or request for benefits. The Insured Person, or the Insured Person's Authorized Representative, must submit a written request for an Internal Appeal within 180 days of receiving a notice of the Company's Adverse Determination.

The written Internal Appeal request should include:

1. A statement specifically requesting an Internal Appeal of the decision;
2. The Insured Person's Name and ID number (from the ID card);
3. The date(s) of service;
4. The provider's name;
5. The reason the claim should be reconsidered; and
6. Any written comments, documents, records, or other material relevant to the claim.

Please contact the Customer Service Department at 1-888-799-7716 with any questions regarding the Internal Appeal process. The written request for an Internal Appeal should be sent to: UnitedHealthcare Student Resources, PO Box 809025, Dallas, TX 75380-9025.

### **Internal Appeal Process**

Within 180 days after receipt of a notice of an Adverse Determination, an Insured Person or an Authorized Representative may submit a written request for an Internal Review of an Adverse Determination.

Upon receipt of the request for an Internal Review, the Company shall provide the Insured Person with the name, address and telephone of the employee or department designated to coordinate the Internal Review for the Company. With respect to an Adverse Determination involving Utilization Review, the Company shall designate an appropriate clinical peer(s) of the same or similar specialty as would typically manage the case which is the subject of the Adverse Determination. The clinical peer(s) shall not have been involved in the initial Adverse Determination.

Within three working days after receipt of the grievance, the Company shall provide notice that the Insured Person or Authorized Representative is entitled to:

1. Submit written comments, documents, records, and other material relating to the request for benefits to be considered when conducting the Internal Review; and
2. Receive from the Company, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Insured Person's request for benefits.

Prior to issuing or providing a notice of Final Adverse Determination, the Company shall provide, free of charge and as soon as possible:

1. Any new or additional evidence considered by the Company in connection with the grievance; and
2. Any new or additional rationale upon which the decision was based.

The Insured Person or Authorized Representative shall have 10 calendar days to respond to any new or additional evidence or rationale.

The Company shall issue a Final Adverse Decision in writing or electronically to the Insured Person or the Authorized Representative as follows:

1. For a Prospective Review, the notice shall be made no later than 48 hours for an Urgent Care Request or 10 days for a non-Urgent Care Request after the Company's receipt of the grievance.
2. For a Retrospective Review, the notice shall be made no later than 60 days after the Company's receipt of the grievance.

Time periods shall be calculated based on the date the Company receives the request for the Internal Review, without regard to whether all of the information necessary to make the determination accompanies the request.

The written notice of Final Adverse Determination for the Internal Review shall include:

1. The titles and qualifying credentials of the reviewers participating in the Internal Review;
2. Information sufficient to identify the claim involved in the grievance, including the following:
  - a. The date of service;
  - b. The name health care provider; and
  - c. The claim amount;
3. A statement that the diagnosis code and treatment code and their corresponding meanings shall be provided to the Insured Person or the Authorized Representative, upon request;
4. For an Internal Review decision that upholds the Company's original Adverse Determination:
  - a. The specific reason(s) for the Final Adverse Determination, including the denial code and its corresponding meaning, as well as a description of the Company's standard, if any, that was used in reaching the denial;
  - b. Reference to the specific Policy provisions upon which the determination is based;
  - c. A statement that the Insured Person is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Insured Person's benefit request;
  - d. If applicable, a statement that the Company relied upon a specific internal rule, guideline, protocol, or similar criterion and that a copy will be provided free of charge upon request;

- e. If the Final Adverse Determination is based on a Medical Necessity or experimental or investigational treatment or similar exclusion or limitation, a statement that an explanation will be provided to the Insured Person free of charge upon request;
- f. Instructions for requesting: (i) a copy of the rule, guideline, protocol or other similar criterion relied upon to make the Final Adverse Determination; and (ii) the written statement of the scientific or clinical rationale for the determination;
5. A description of the procedures for obtaining an External Independent Review of the Final Adverse Determination pursuant to the State's External Review legislation;
6. The Insured Person's right to bring a civil action in a court of competent jurisdiction; and
7. Notice of the Insured Person's right to contact the Superintendent's office or ombudsman's office for assistance with respect to any claim, grievance or appeal at any time.

### **Expedited Internal Review**

For Urgent Care Requests, an Insured Person may submit a request, either orally or in writing, for an Expedited Internal Review (EIR).

An Urgent Care Request means a request for services or treatment where the time period for completing a standard Internal Appeal:

1. Could seriously jeopardize the life, health, or safety of the Insured Person or others due to the Insured's psychological state; or
2. Would, in the opinion of a Physician with knowledge of the Insured Person's medical or behavioral condition, subject the Insured Person to adverse health consequences without the requested health care service or treatment.

To request an Expedited Internal Appeal, please contact Claims Appeals at 888-315-0447. The written request for an Expedited Internal Appeal should be sent to: Claims Appeals, UnitedHealthcare Student Resources, PO Box 809025, Dallas, TX 75380-9025.

### **Expedited Internal Review Process**

The Insured Person or an Authorized Representative may submit an oral or written request for an Expedited Internal Review (EIR) of an Adverse Determination:

1. Involving Urgent Care Requests; and
2. Related to a concurrent review Urgent Care Request involving an admission, availability of care, continued stay or health care service for an Insured Person who has received Emergency Services, but has not been discharged from a facility.

All necessary information, including the Company's decision, shall be transmitted to the Insured Person or an Authorized Representative via telephone, facsimile or the most expeditious method available. The Insured Person or the Authorized Representative shall be notified of the EIR decision no more than forty-eight (48) hours after the Company's receipt of the EIR request.

If the EIR request is related to a concurrent review Urgent Care Request, benefits for the service will continue until the Insured Person has been notified of the final determination.

At the same time an Insured Person or an Authorized Representative files an EIR request, the Insured Person or the Authorized Representative may file:

1. An Expedited External Review (EER) request if the Insured Person has a medical condition where the timeframe for completion of an EIR would seriously jeopardize the life or health of the Insured Person or would jeopardize the Insured Person's ability to regain maximum function; or
2. An Expedited Experimental or Investigational Treatment External Review (EEIER) request if the Adverse Determination involves a denial of coverage based on a determination that the recommended or requested service or treatment is experimental or investigational and the Insured Person's treating Physician certifies in writing that the recommended or requested service or treatment would be significantly less effective if not promptly initiated.

The notice of Final Adverse Determination may be provided orally, in writing, or electronically.

### **RIGHT TO EXTERNAL INDEPENDENT REVIEW**

After exhausting the Company's Internal Appeal process, an Insured Person or Authorized Representative may submit a request for an External Independent Review when the service or treatment in question:

1. Is a Covered Medical Expense under the Policy; and
2. Is not covered because it does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care, effectiveness, or the treatment is determined to be experimental or investigational.

A request for an External Independent Review shall not be made until the Insured Person or Authorized Representative has exhausted the Internal Appeals process. The Internal Appeal Process shall be considered exhausted if:

1. The Company has issued a Final Adverse Determination as detailed herein;
2. The Insured Person or the Authorized Representative filed a request for an Internal Appeal and has not received a written decision from the Company within 30 days and the Insured Person or Authorized Representative has not requested or agreed to a delay;
3. The Company fails to strictly adhere to the Internal Appeal process detailed herein; or
4. The Company agrees to waive the exhaustion requirement.

After exhausting the Internal Appeal process, and after receiving notice of an Adverse Determination or Final Adverse Determination, an Insured Person or Authorized Representative has 180 days to request an External Independent Review. Except for a request for an Expedited External Review, the request for an External Review should be made in writing to the Company. Upon request of an External Review, the Company shall provide the Insured Person or the Authorized Representative with the appropriate forms to request the review.

#### **Where to Send External Review Requests**

All types of External Review requests shall be submitted to Claims Appeals at the following address:

Claims Appeals  
UnitedHealthcare Student Resources  
P.O. Box 809025  
Dallas, TX 75380-9025  
1-888-315-0447

#### **Standard External Review (SER) Process**

A Standard External Review request must be submitted in writing within 180 days of receiving a notice of the Company's Adverse Determination or Final Adverse Determination.

1. Within five business days after receiving the SER request notice, the Company will complete a preliminary review to determine that:
  - a. The individual was an Insured Person covered under the Policy at the time the service was requested or provided;
  - b. The Insured Person has exhausted the Company's Internal Appeal Process;
  - c. The Insured Person has provided all the information and forms necessary to process the request; and
  - d. The service in question: (i) is a Covered Medical Expense under the Policy; and (ii) is not covered because it does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness.
2. Within one business day after completion of the preliminary review, the Company shall notify the Superintendent, the Insured Person and, if applicable, the Authorized Representative in writing whether the request is complete and eligible for a SER.
  - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete;
  - b. If the request is not eligible, the Company's response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Superintendent.
3. After receiving notice that a request is eligible for SER, the Superintendent shall, within one business day:
  - a. Assign an Independent Review Organization (IRO) from the Superintendent's approved list;
  - b. Notify the Company of the name of the assigned IRO; and
  - c. Notify the Insured Person and, if applicable, the Authorized Representative, that the request has been accepted. This notice shall include: (i) the name of the IRO; and (ii) a statement that the Insured Person or the Authorized Representative may, within five business days following receipt of the notice, submit additional information to the IRO for consideration when conducting the review.
4.
  - a. The Company shall, within five business days, provide the IRO with any documents and information the Company considered in making the Adverse Determination or Final Adverse Determination. The Company's failure to provide the documents and information will not delay the SER.
  - b. If the Company fails to provide the documents and information within the required time frame, the IRO may terminate the review and may reverse the Adverse Determination or Final Adverse Determination. Upon making this decision, the IRO shall, within one business day, advise the Superintendent, the Company, the Insured Person, and the Authorized Representative, if any, of its decision.
5. The IRO shall review all written information and documents submitted by the Company and the Insured Person or the Authorized Representative.

6. If the IRO receives any additional information from the Insured Person or the Authorized Representative, the IRO must forward the information to the Company within one business day.
  - a. The Company may then reconsider its Adverse Determination or Final Adverse Determination. Reconsideration by the Company shall not delay or terminate the SER.
  - b. The SER may only be terminated if the Company decides to reverse its Adverse Determination or Final Adverse Determination and provide coverage for the service that is the subject of the SER.
  - c. If the Company reverses its decision, the Company shall provide written notification within one business day to the Superintendent, the Insured Person, the Authorized Representative, if applicable, and the IRO. Upon written notice from the Company, the IRO will terminate the SER.
7. Within 30 days after receipt of the SER request, the IRO shall provide written notice of its decision to uphold or reverse the Adverse Determination or Final Adverse Determination. The notice shall be sent to the Superintendent, the Company, the Insured Person and, if applicable, the Authorized Representative. Upon receipt of a notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage that was the subject of the Adverse Determination or Final Adverse Determination.

### **Expedited External Review (EER) Process**

An Expedited External Review request may be submitted either orally or in writing when:

1. The Insured Person or an Authorized Representative may make a written or oral request for an Expedited External Review (EER) with the Company at the time the Insured Person receives:
  - a. An Adverse Determination if:
    - The Insured Person or the Authorized Representative has filed a request for an Expedited Internal Review (EIR); and
    - The Adverse Determination involves a medical condition for which the timeframe for completing an EIR would seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
  - b. A Final Adverse Determination, if:
    - The Insured Person has a medical condition for which the timeframe for completing a Standard External Review (SER) would seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
    - The Final Adverse determination involves an admission, availability of care, continued stay or health care service for which the Insured Person received Emergency Services, but has not been discharged from a facility.

An EER may not be provided for retrospective Adverse Determinations or Final Adverse Determinations.

2. Upon receipt of a request for an EER, the Company shall immediately review the request to determine that:
  - a. The individual was an Insured Person covered under the Policy at the time the service was requested or provided;
  - b. The Insured Person has exhausted the Company's Internal Appeal Process, unless the Insured Person is not required to do so as specified in sub-sections 1. a. and b. shown above;
  - c. The Insured Person has provided all the information and forms necessary to process the request; and
  - d. The service in question: (i) is a Covered Medical Expense under the Policy; and (ii) is not covered because it does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness.
3. Immediately after completion of the review, the Company shall notify the Superintendent, the Insured Person and the Authorized Representative, if applicable, whether the request is eligible for an EER.
  - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete;
  - b. If the request is not eligible, the Company's response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Superintendent.
4. When a request is complete and eligible for an EER, the Superintendent shall immediately assign an Independent Review Organization (IRO) from the Superintendent's approved list and notify the Company of the name of the assigned IRO.
  - a. The Company shall provide or transmit all necessary documents and information considered in making the Adverse Determination or Final Adverse Determination.
  - b. All documents shall be submitted to the IRO electronically, by telephone, via facsimile, or by any other expeditious method.
5. a. If the EER is related to an Adverse Determination for which the Insured Person or the Authorized Representative filed the EER concurrently with an Expedited Internal Review (EIR) request, then the IRO will determine whether the Insured Person shall be required to complete the EIR prior to conducting the EER.

- b. The IRO shall immediately notify the Insured Person and the Authorized Representative, if applicable, that the IRO will not proceed with EER until the Company completes the EIR and the Insured Person's grievance remains unresolved at the end of the EIR process.
6. In no more than 72 hours after receipt of the qualifying EER request, the IRO shall:
  - a. Make a decision to uphold or reverse the Adverse Determination or Final Adverse Determination; and
  - b. Notify the Superintendent, the Company, the Insured Person, and, if applicable, the Authorized Representative.
7. Upon receipt of a notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage that was the subject of the Adverse Determination or Final Adverse Determination.

### **Standard Experimental or Investigational Treatment External Review (SEIER) Process**

An Insured Person, or an Insured Person's Authorized Representative, may submit a request for an Experimental or Investigational External Review when the denial of coverage is based on a determination that the recommended or requested health care service or treatment is experimental or investigational.

A request for a Standard Experimental or Investigational External Review must be submitted in writing within 180 days of receiving a notice of the Company's Adverse Determination or Final Adverse Determination.

1. For an Adverse Determination or a Final Adverse Determination that involves denial of coverage based on a determination that the health care service or treatment recommended or requested is experimental or investigational, an Insured Person or an Authorized Representative may submit a request for a Standard Experimental or Investigational Treatment External Review (SEIER) with the Company.
2. Within five business days after receiving the SEIER request notice, the Company will complete a preliminary review to determine that:
  - a. The individual was an Insured Person covered under the Policy at the time the service was recommended, requested or provided;
  - b. The recommended or requested health care services or treatment:
    - Is a Covered Medical Expense under the Insured Person's Policy except for the Company's determination that the service or treatment is experimental or investigational for a particular medical condition; and
    - Is not explicitly listed as an Exclusion or Limitation under the Insured Person's Policy;
  - c. The Insured Person's treating Physician has certified that one of the following situations is applicable:
    - Standard health care services or treatments have not been effective in improving the condition of the Insured Person;
    - Standard health care services or treatments are not medically appropriate for the Insured Person;
    - There is no available standard health care service or treatment covered by the Company that is more beneficial than the recommended or requested health care service or treatment;
  - d. The Insured Person's treating Physician:
    - Has recommended a health care service or treatment that the Physician certified, in writing, is likely to be more beneficial to the Insured Person, in the Physician's opinion, than any available standard health care services or treatments; or
    - Who is a licensed, board certified or board eligible Physician qualified to practice in the area of medicine appropriate to treat the Insured Person's condition, has certified in writing that scientifically valid studies using acceptable protocols demonstrate that the health care service or treatment requested by the Insured Person is likely to be more beneficial to the Insured Person than any available standard health care services or treatments;
  - e. The Insured Person has exhausted the Company's Internal Appeal Process; and
  - f. The Insured Person has provided all the information and forms necessary to process the request.
3. Within one business day after completion of the preliminary review, the Company shall notify the Superintendent, the Insured Person and, if applicable, the Authorized Representative in writing whether the request is complete and eligible for a SEIER.
  - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete; or
  - b. If the request is not eligible, the Company response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Superintendent.
4. After receiving notice that a request is eligible for SEIER, the Superintendent shall, within one business day:
  - a. Assign an IRO from the Superintendent's approved list;
  - b. Notify the Company of the name of the assigned IRO; and
  - c. Notify the Insured Person and, if applicable, the Authorized Representative, that the request has been accepted. This notice shall include: (i) the name of the IRO; and (ii) a statement that the Insured Person or the Authorized

Representative may, within five business days following receipt of the notice, submit additional information to the IRO for consideration when conducting the review.

5.
  - a. The Company shall, within five business days, provide the IRO with any documents and information the Company considered in making the Adverse Determination or Final Adverse Determination. The Company's failure to provide the documents and information will not delay the SEIER.
  - b. If the Company fails to provide the documents and information within the required time frame, the IRO may terminate the review and may reverse the Adverse Determination or Final Adverse Determination. Upon making this decision, the IRO shall immediately advise the Superintendent, the Company, the Insured Person, and the Authorized Representative, if any, of its decision.
6. The IRO shall review all written information and documents submitted by the Company and the Insured Person or the Authorized Representative.
7. If the IRO receives any additional information from the Insured Person or the Authorized Representative, the IRO must forward the information to the Company within one business day.
  - a. The Company may then reconsider its Adverse Determination or Final Adverse Determination. Reconsideration by the Company shall not delay or terminate the SEIER.
  - b. The SEIER may only be terminated if the Company decides to reverse its Adverse Determination or Final Adverse Determination and provide coverage for the service that is the subject of the SEIER.
  - c. If the Company reverses its decision, the Company shall immediately provide written notification to the Superintendent, the Insured Person, the Authorized Representative, if applicable, and the IRO. Upon written notice from the Company, the IRO will terminate the SEIER.
8. After completion of the IRO's review, upon receipt of a notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage of the recommended or requested health care service or treatment that was the subject of the Adverse Determination or Final Adverse Determination.

#### **Expedited Experimental or Investigational Treatment External Review (EEIER) Process**

An Insured Person, or an Insured Person's Authorized Representative, may submit an oral request for an Expedited Experimental or Investigational External Review when:

1. An Insured Person or an Authorized Representative may make an oral request for an Expedited Experimental or Investigational Treatment External Review (EEIER) with the Company at the time the Insured Person receives:
    - a. An Adverse Determination if:
      - The Insured Person or the Authorized Representative has filed a request for an Expedited Internal Review (EIR); and
      - The Adverse Determination involves a denial of coverage based on a determination that the recommended or requested health care service or treatment is experimental or investigational and the Insured Person's treating physician certifies in writing that the recommended or requested health care service or treatment would be significantly less effective if not promptly initiated; or
    - b. A Final Adverse Determination, if:
      - The Insured Person has a medical condition for which the timeframe for completing a Standard External Review (SER) would seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
      - The Final Adverse Determination is based on a determination that the recommended or requested health care service or treatment is experimental or investigational and the Insured Person's treating Physician certifies in writing that the recommended or requested health care service or treatment would be significantly less effective if not promptly initiated.
- An EEIER may not be provided for retrospective Adverse Determinations or Final Adverse Determinations.
2. Upon receipt of an EEIER request notice, the Company shall immediately complete a preliminary review to determine that:
    - a. The individual was an Insured Person covered under the Policy at the time the service was recommended or provided;
    - b. The recommended or requested health care services or treatment:
      - Is a Covered Medical Expense under the Insured Person's Policy except for the Company's determination that the service or treatment is experimental or investigational for a particular medical condition; and
      - Is not explicitly listed as an Exclusion or Limitation under the Insured Person's Policy;
    - c. The Insured Person's treating Physician has certified that one of the following situations is applicable:
      - Standard health care services or treatments have not been effective in improving the condition of the Insured Person;
      - Standard health care services or treatments are not medically appropriate for the Insured Person;
      - There is no available standard health care service or treatment covered by the Company that is more beneficial than the recommended or requested health care service or treatment;

- d. The Insured Person's treating Physician:
  - Has recommended a health care service or treatment that the Physician certified, in writing, is likely to be more beneficial to the Insured Person, in the Physician's opinion, than any available standard health care services or treatments; or
  - Who is a licensed, board certified or board eligible Physician qualified to practice in the area of medicine appropriate to treat the Insured Person's condition, has certified in writing that scientifically valid studies using acceptable protocols demonstrate that the health care service or treatment requested by the Insured Person is likely to be more beneficial to the Insured Person than any available standard health care services or treatments;
- e. The Insured Person has exhausted the Company's Internal Appeal Process unless the Insured person is not required to do so as specified in sub-sections 1. a. and b. above; and
- f. The Insured Person has provided all the information and forms necessary to process the request.
3. The Company shall immediately notify the Superintendent, the Insured Person and, if applicable, the Authorized Representative in writing whether the request is complete and eligible for an EEIER.
  - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete; or
  - b. If the request is not eligible, the Company's response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Superintendent.
4. After receiving notice that a request is eligible for EEIER, the Superintendent shall immediately:
  - a. Assign an IRO from the Superintendent's approved list; and
  - b. Notify the Company of the name of the assigned IRO.
5. The Company shall provide or transmit all necessary documents and information considered in making the Adverse Determination or Final Adverse Determination. All documents shall be submitted to the IRO electronically, by telephone, via facsimile, or by any other expeditious method.
6.
  - a. If the EEIER is related to an Adverse Determination for which the Insured Person or the Authorized Representative filed the EEIER concurrently with an Expedited Internal Review (EIR) request, then the IRO will determine whether the Insured Person shall be required to complete the EIR prior to conducting the EEIER.
  - b. The IRO shall immediately notify the Insured Person and the Authorized Representative, if applicable, that the IRO will not proceed with EEIER until the Company completes the EIR and the Insured Person's grievance remains unresolved at the end of the EIR process.
7.
  - a. The Company shall, within five business days, provide the IRO with any documents and information the Company considered in making the Adverse Determination or Final Adverse Determination. The Company's failure to provide the documents and information will not delay the EEIER.
  - b. If the Company fails to provide the documents and information within the required time frame, the IRO may terminate the review and may reverse the Adverse Determination or Final Adverse Determination. Upon making this decision, the IRO shall immediately advise the Superintendent, the Company, the Insured Person, and the Authorized Representative, if any, of its decision.
8. Each clinical reviewer assigned by the IRO shall review all written information and documents submitted by the Company and the Insured Person or the Authorized Representative.
9. If the IRO receives any additional information from the Insured Person or the Authorized Representative, the IRO must forward the information to the Company within one business day.
  - a. The Company may then reconsider its Adverse Determination or Final Adverse Determination. Reconsideration by the Company shall not delay or terminate the EEIER.
  - b. The EEIER may only be terminated if the Company decides to reverse its Adverse Determination or Final Adverse Determination and provide coverage for the service that is the subject of the EEIER.
  - c. If the Company reverses its decision, the Company shall immediately provide written notification to the Superintendent, the Insured Person, the Authorized Representative, if applicable, and the IRO. Upon written notice from the Company, the IRO will terminate the EEIER.
10. Each clinical reviewer shall provide an oral or written opinion to the IRO no later than five calendar days after being selected by the IRO.
11. The IRO shall make a decision and provide oral or written notice of its decision within 48 hours after receipt of the opinions from each clinical reviewer.
12. Upon receipt of the IRO's notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage of the recommended or requested health care service or treatment that was the subject of the Adverse Determination or Final Adverse Determination.

#### **EXTERNAL REVIEW BY THE OHIO DEPARTMENT OF INSURANCE**

An Insured Person is entitled to an External Review by the Ohio Department of Insurance in either of the following circumstances:

1. The Adverse Benefit Determination is based on a contractual issue and did not involve a medical judgment or a determination based on medical information.
2. The Adverse Benefit Determination is based on the Company's determination that a medical condition did not meet the definition of Medical Emergency and the Company's decisions has already been upheld through an External Review by an IRO.

### **BINDING EXTERNAL REVIEW**

An External Review decision is binding on the Company except to the extent the Company has other remedies available under state law. An External Review decision is binding on the Insured Person to the extent the Insured Person has other remedies available under applicable federal or state law. An Insured Person or an Authorized Representative may not file a subsequent request for External Review involving the same Adverse Determination or Final Adverse Determination for which the Insured Person has already received an External Review decision.

### **APPEAL RIGHTS DEFINITIONS**

For the purpose of this Notice of Appeal Rights, the following terms are defined as shown below:

**Adverse Benefit Determination** means a denial, reduction, or termination of, or failure to provide or make payment for a benefit, including denial, reduction, or termination of, or failure to provide or make payment based on a determination of beneficiary's eligibility to participate in a plan, and including denial, reduction, or termination of, or failure to provide or make payment for a benefit resulting from the application of any utilization review, as well as failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not Medically Necessary or appropriate. A rescission of coverage will also be considered to be an Adverse Benefit Determination.

**Authorized Representative** means:

1. A person to whom an Insured Person has given express written consent to represent the Insured Person;
2. A person authorized by law to provide substituted consent for an Insured Person;
3. An Insured Person's family member or health care provider when the Insured Person is unable to provide consent; or
4. In the case of an Urgent Care Request, a health care professional with knowledge of the Insured Person's medical condition.

**Evidenced-based Standard** means the conscientious, explicit and judicious use of the current best evidence based on the overall systematic review of the research in making decisions about the care of individual patients.

**Final Adverse Determination** means an Adverse Determination involving a Covered Medical Expense that has been upheld by the Company, at the completion of the Company's internal appeal process or an Adverse Determination for which the internal appeals process has been deemed exhausted in accordance with this notice.

**Prospective Review** means Utilization Review performed: 1) prior to an admission or the provision of a health care service or course of treatment; and 2) in accordance with the Company's requirement that the service be approved, in whole or in part, prior to its provision.

**Retrospective Review** means any review of a request for a Covered Medical Expense that is not a Prospective Review request. Retrospective review does not include the review of a claim that is limited to the veracity of documentation or accuracy of coding.

**Urgent Care Request** means a request for a health care service or course of treatment with respect to which the time periods for making a non-urgent care request determination:

1. Could seriously jeopardize the life, health, or safety of the Insured Person or others due to the Insured's psychological state; or
2. Would, in the opinion of a Physician with knowledge of the Insured Person's medical or behavioral condition, subject the Insured Person to adverse health consequences without the health care service or treatment that is the subject of the request.

**Utilization Review** means a set of formal techniques designed to monitor the use of or evaluate the Medical Necessity, appropriateness, efficacy or efficiency of health care services, procedures, providers or facilities. Techniques may include ambulatory review, Prospective Review, second opinion, certification, concurrent review, case management, discharge planning, or Retrospective Review.

### **Questions Regarding Appeal Rights**

Contact Customer Service at 1-888-799-7716 with questions regarding the Insured Person's rights to an Internal Appeal and External Review.

Other resources are available to help the Insured Person navigate the appeals process. For questions about appeal rights, your state department of insurance may be able to assist you at:

Ohio Department of Insurance  
ATTN: Consumer Affairs  
50 West Town Street, Suite 300  
Columbus, Ohio 43215  
800-686-1526 / 614-644-2673  
614-644-3744 (fax)  
614-644-3745 (TDD)  
Website: [www.insurance.ohio.gov](http://www.insurance.ohio.gov)

### **Section 13: Online Access to Account Information**

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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.uhcsr.com/myaccount](http://www.uhcsr.com/myaccount). Insured students who don't already have an online account may simply select the "Create Account" 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 a message center - a self-service tool that provides a quick and easy way to view any email notifications the Company may have sent. 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 Profile and making the change there.

### **Section 14: ID Cards**

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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 15: UHCSR Mobile App**

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The UHCSR Mobile App is available for download from Google Play or the 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. Covered Dependents are also included when the plan includes Dependent coverage.
- 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 and covered Dependents when included in the plan; includes provider, date of service, status, claim amount and amount paid.

### **Section 16: Important Company Contact Information**

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The Policy is Underwritten by:

#### **UNITEDHEALTHCARE INSURANCE COMPANY**

Administrative Office:  
UnitedHealthcare Student Resources  
P.O. Box 809025  
Dallas, Texas 75380-9025  
1-888-799-7716  
Website: [www.uhcsr.com](http://www.uhcsr.com)

Sales/Marketing Services:  
UnitedHealthcare Student Resources  
11399 16<sup>th</sup> Court North, Suite 110  
St. Petersburg, FL 33716  
Email: [info@uhcsr.com](mailto:info@uhcsr.com)

**Customer Service:**

**1-888-799-7716**

**(Customer Services Representatives are available Monday - Friday, 7:00 a.m. – 7:00 p.m. (Central Time))**

## **Section 17: Pediatric Dental Services Benefits**

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Benefits are provided for Covered Dental Services, as described below, for Insured Persons under the age of 19. Benefits 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 Out-of-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 an out-of-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 that is greater than 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 check 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 check the participation status by calling the Company and/or the provider. The Company can help in referring the Insured Person to Network Dental Providers.

The Company will make a Directory of Network Dental Providers available to the Insured Person. The Insured Person can also call the Company at the number stated on their identification (ID) card to determine which providers participate in the Network.

**Out-of-Network Benefits** - these benefits apply when the Insured Person decides to obtain Covered Dental Services from out-of-Network Dental Providers. Insured Persons generally are required to pay more to the provider than for Network Benefits. Out-of-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 an out-of-Network Dental Provider for a Covered Dental Service may exceed the Usual and Customary Fee. Insured Persons may be required to pay an out-of-Network Dental Provider an amount for a Covered Dental Service in excess of the Usual and Customary Fee. When the Insured Person obtains Covered Dental Services from out-of-Network Dental Providers, the Insured Person must file a claim with the Company to be reimbursed for Allowed Dental Amounts.

#### **What Are Covered Dental Services?**

The Insured Person is eligible for benefits for Covered Dental Services listed in this section 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 section.

#### **What Is a 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.

### **Does Pre-Authorization Apply?**

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 provided.

Pre-authorization requests will be responded to within 48 hours for Urgent Care Requests, or 10 calendar days for any pre-authorization request that is not for Urgent Care Requests. Our response will indicate whether the request is approved or denied. If the pre-authorization is denied, we will provide the specific reason for the denial.

If the request is denied, the Insured Person should refer to the Notice of Appeal Rights section of this Certificate for instructions on how to submit an appeal.

If the pre-authorization request is incomplete, we will indicate the specific additional information that is required to process the request.

If the Insured Person does not obtain a pre-authorization, benefits for orthodontic services will be subject to a reduction of \$500 per occurrence.

### **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 section.

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

#### **Network Benefits**

Benefits for Allowed Dental Amounts 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.

#### **Out-of-Network Benefits**

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

#### **Dental Services Deductible**

Benefits for pediatric Dental Services 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 Out-of-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 the Dental Services Deductible, and for the reduction for failure to obtain pre-authorization for pediatric Dental Services 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 Out-of-Network Benefits unless otherwise specifically stated.

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

## Benefit Description

Benefit percentages shown below are the percentages of Covered Dental Services that the Company pays.

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
<b>Diagnostic Services - (Subject to payment of the Dental Services Deductible.)</b>		
<i>Evaluations (Checkup Exams)</i>  Limited to two times per 12 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 D9995 - Teledentistry - synchronous - real time encounter D9996 - Teledentistry - asynchronous - information stored and forwarded to dentist for subsequent review D0150 - Comprehensive oral evaluation - new or established patient D0180 - Comprehensive periodontal evaluation - new or established patient D0160 - Detailed and extensive oral evaluation - problem focused, by report	50%	50%
<i>Intraoral Radiographs (X-ray)</i>  Limited to one series of films per 36 months.  D0210 - Intraoral - comprehensive series of radiographic images D0709 - Intraoral - comprehensive series of radiographic images - image capture only D0372 - Intraoral tomosynthesis - comprehensive series of radiographic images D0387 - Intraoral tomosynthesis - comprehensive series of radiographic images - image capture only	50%	50%
The following services are limited to two per 12 months.  D0220 - Intraoral - periapical first radiographic image D0230 - Intraoral - periapical - each additional radiographic image	50%	50%

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
D0240 - Intraoral - occlusal radiographic image D0374 - Intraoral tomosynthesis - periapical radiographic image D0389 - Intraoral tomosynthesis - periapical radiographic image - capture only D0706 - Intraoral - occlusal radiographic image - image capture only D0707 - Intraoral - periapical radiographic image - image capture only		
Any combination of the following services is limited to two series of films per 12 months.  D0270 - Bitewing - single radiographic image D0272 - Bitewings - two radiographic images D0274 - Bitewings - four radiographic images D0277 - Vertical bitewings - 7 to 8 radiographic images D0373 - Intraoral tomosynthesis - comprehensive series of radiographic images D0388 - Intraoral tomosynthesis - bitewing radiographic image - image capture only D0708 - Intraoral - bitewing radiographic image - image capture only	50%	50%
Limited to one time per 36 months.  D0330 - Panoramic radiograph image D0701 - Panoramic radiographic image - image capture only D0702 - 2-D Cephalometric radiographic image - image capture only	50%	50%
The following service is limited to two images per 12 months.  D0705 - Extra-oral posterior dental radiographic image - image capture only	50%	50%
The following services are not subject to a frequency limit.  D0340 - 2-D Cephalometric radiographic image - acquisition, measurement and analysis D0350 - 2-D Oral/Facial photographic images obtained intra-orally or extra-orally D0470 - Diagnostic casts D0703 - 2-D Oral/facial photographic image obtained intra-orally or extra-orally - image capture only	50%	50%
<b>Preventive Services - (Subject to payment of the Dental Services Deductible.)</b>		

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
<i>Dental Prophylaxis (Cleanings)</i>  The following services are limited to two times every 12 months.  D1110 - Prophylaxis - adult D1120 - Prophylaxis - child	50%	50%
<i>Fluoride Treatments</i>  The following services are limited to two times every 12 months.  D1206 - Topical application of fluoride varnish D1208 - Topical application of fluoride - excluding varnish	50%	50%
<i>Sealants (Protective Coating)</i>  The following services are limited to once per first or second permanent molar every 36 months.  D1351 - Sealant - per tooth D1352 - Preventive resin restorations in moderate to high caries risk patient - permanent tooth	50%	50%
<i>Space Maintainers (Spacers)</i>  The following services are not subject to a frequency limit.  D1510 - Space maintainer - fixed - unilateral - per quadrant D1516 - Space maintainer - fixed - bilateral maxillary D1517 - Space maintainer - fixed - bilateral mandibular D1520 - Space maintainer - removable - unilateral - per quadrant D1526 - Space maintainer - removable - bilateral maxillary D1527 - Space maintainer - removable - bilateral mandibular D1551 - Re-cement or re-bond bilateral space maintainer - maxillary D1552 - Re-cement or re-bond bilateral space maintainer - mandibular D1553 - Re-cement or re-bond unilateral space maintainer - per quadrant D1556 - Removal of fixed unilateral space maintainer - per quadrant D1557 - Removal of fixed bilateral space maintainer - maxillary D1558 - Removal of fixed bilateral space maintainer - mandibular D1575 - Distal shoe space maintainer - fixed - unilateral per quadrant	50%	50%

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
<b>Minor Restorative Services - (Subject to payment of the Dental Services Deductible.)</b>		
<i>Amalgam Restorations (Silver Fillings)</i>  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	50%	50%
<i>Composite Resin Restorations (Tooth Colored Fillings)</i>  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 incisal angle (anterior)	50%	50%
<b>Crowns/Inlays/Onlays - (Subject to payment of the Dental Services Deductible.)</b>		
The following services are subject to a limit of one time every 60 months.  D2542 - Onlay - metallic - two surfaces D2543 - Onlay - metallic - three surfaces D2544 - Onlay - metallic - four or more surfaces D2740 - Crown - porcelain/ceramic D2750 - Crown - porcelain fused to high noble metal D2751 - Crown - porcelain fused to predominately base metal D2752 - Crown - porcelain fused to noble metal D2753 - Crown - porcelain fused to titanium and titanium alloys D2780 - Crown - 3/4 cast high noble metal D2781 - Crown - 3/4 cast predominately base metal D2783 - Crown - 3/4 porcelain/ceramic D2790 - Crown - full cast high noble metal D2791 - Crown - full cast predominately base metal D2792 - Crown - full cast noble metal	50%	50%

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
D2794 - Crown - titanium and titanium alloys 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 or re-bond inlay D2920 - Re-cement or re-bond crown		
The following service is not subject to a frequency limit.  D2940 - Protective restoration	50%	50%
The following services are limited to one time per tooth every 60 months.  D2929 - Prefabricated porcelain/ceramic crown - primary tooth D2950 - Core buildup, including any pins when required D2951 - Pin retention - per tooth, in addition to restoration	50%	50%
The following service is not subject to a frequency limit.  D2954 - Prefabricated post and core in addition to crown	50%	50%
The following services are not subject to a frequency limit.  D2980 - Crown repair necessitated by restorative material failure D2981 - Inlay repair necessitated by restorative material failure D2982 - Onlay repair necessitated by restorative material failure	50%	50%
<b>Endodontics - (Subject to payment of the Dental Services Deductible.)</b>		
The following services are not subject to a frequency limit.  D3220 - Therapeutic pulpotomy (excluding final restoration) D3222 - Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development D3230 - Pulpal therapy (resorbable filling) - anterior - primary tooth (excluding final restoration) D3240 - Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	50%	50%

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
<p>The following services are not subject to a frequency limit.</p> <p>D3310 - Endodontic therapy, anterior tooth (excluding final restoration)  D3320 - Endodontic therapy, premolar tooth (excluding final restoration)  D3330 - Endodontic therapy, molar tooth (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</p>	50%	50%
<p>The following services are not subject to a frequency limit.</p> <p>D3351 - Apexification/recalcification - initial visit  D3352 - Apexification/recalcification/pulpal regeneration - interim medication replacement  D3353 - Apexification/recalcification - final visit</p>	50%	50%
<p>The following services are not subject to a frequency limit.</p> <p>D3410 - Apicoectomy - anterior  D3421 - Apicoectomy - premolar (first root)  D3425 - Apicoectomy - molar (first root)  D3426 - Apicoectomy (each additional root)  D3450 - Root amputation - per root  D3471 - Surgical repair of root resorption - anterior  D3472 - Surgical repair of root resorption - premolar  D3473 - Surgical repair of root resorption - molar  D3501 - Surgical exposure of root surface without apicoectomy or repair of root resorption - anterior  D3502 - Surgical exposure of root surface without apicoectomy or repair of root resorption - premolar  D3503 - Surgical exposure of root surface without apicoectomy or repair of root resorption - molar</p>	50%	50%
<p>The following services are not subject to a frequency limit.</p> <p>D3911 - Intraorifice barrier  D3920 - Hemisection (including any root removal), not including root canal therapy</p>	50%	50%

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
<b>Periodontics - (Subject to payment of the Dental Services Deductible.)</b>		
<p>The following services are limited to a frequency of one every 36 months.</p> <p>D4210 - Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant  D4211 - Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant</p>	50%	50%
<p>The following services are limited to one every 36 months.</p> <p>D4240 - Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant  D4241 - Gingival flap procedure, including root planing, one to three contiguous teeth or tooth bounded spaces per quadrant  D4249 - Clinical crown lengthening - hard tissue</p>	50%	50%
<p>The following services are limited to one every 36 months.</p> <p>D4260 - Osseous surgery (including flap entry and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant  D4261 - Osseous surgery (including flap entry and closure), one to three contiguous teeth or bounded teeth spaces per quadrant  D4263 - Bone replacement graft retained natural tooth - first site in quadrant  D4286 - Removal of non-resorbable barrier</p>	50%	50%
<p>The following service is not subject to a frequency limit.</p> <p>D4270 - Pedicle soft tissue graft procedure</p>	50%	50%
<p>The following services are not subject to a frequency limit.</p> <p>D4273 - Autogenous connective tissue graft procedure, per first tooth implant or edentulous tooth position in graft  D4275 - Non-autogenous connective tissue graft first tooth implant  D4277 - Free soft tissue graft procedure - first tooth  D4278 - Free soft tissue graft procedure each additional contiguous tooth  D4322 - Splint - intra-coronal, natural teeth or prosthetic crowns</p>	50%	50%

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
D4323 - Splint - extra-coronal, natural teeth or prosthetic crowns		
The following services are limited to one time per quadrant every 24 months.  D4341 - Periodontal scaling and root planing - four or more teeth per quadrant D4342 - Periodontal scaling and root planing - one to three teeth per quadrant D4346 - Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation	50%	50%
The following service is subject to a limit of one time every 60 months.  D4355 - Full mouth debridement to enable a comprehensive periodontal evaluation and diagnosis on a subsequent visit	50%	50%
The following service is limited to four times every 12 months in combination with prophylaxis.  D4910 - Periodontal maintenance	50%	50%
<b>Removable Dentures - (Subject to payment of the Dental Services Deductible.)</b>		
The following services are limited to a frequency of one every 60 months.  D5110 - Complete denture - maxillary D5120 - Complete denture - mandibular D5130 - Immediate denture - maxillary D5140 - Immediate denture - mandibular D5211 - Maxillary partial denture - resin base (including retentive/clasping materials, rests, and teeth) D5212 - Mandibular partial denture - resin base (including retentive/clasping materials, rests, and teeth) D5213 - Maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests, and teeth) D5214 - Mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests, and teeth) D5221 - Immediate maxillary partial denture - resin base (including retentive/clasping materials, rests, and teeth) D5222 - Immediate mandibular partial denture - resin base (including retentive/clasping materials, rests, and teeth)	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Out-of-Network Benefits
D5223 - Immediate maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests, and teeth) D5224 - Immediate mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests, and teeth) D5227 - Immediate maxillary partial denture - flexible base (including any clasps, rests, and teeth) D5228 - Immediate mandibular partial denture - flexible base (including any clasps, rests, and teeth) D5282 - Removable unilateral partial denture - one piece cast metal (including retentive/clasping materials, rests, and teeth), maxillary D5283 - Removable unilateral partial denture - one piece cast metal (including retentive/clasping materials, rests, and teeth), mandibular D5284 - Removable unilateral partial denture - one piece flexible base (including retentive/clasping materials, rests, and teeth) - per quadrant D5286 - Removable unilateral partial denture - one piece resin (including retentive/clasping materials, rests, and teeth) - per quadrant		
The following services are not subject to a frequency limit.  D5410 - Adjust complete denture - maxillary D5411 - Adjust complete denture - mandibular D5421 - Adjust partial denture - maxillary D5422 - Adjust partial denture - mandibular D5511 - Repair broken complete denture base - mandibular D5512 - Repair broken complete denture base - maxillary D5520 - Replace missing or broken teeth - complete denture (each tooth) D5611 - Repair resin partial denture base - mandibular D5612 - Repair resin partial denture base - maxillary D5621 - Repair cast partial framework - mandibular D5622 - Repair cast partial framework - maxillary	50%	50%

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
D5630 - Repair or replace broken retentive/clasping materials - per tooth D5640 - Replace broken teeth - per tooth D5650 - Add tooth to existing partial denture D5660 - Add clasp to existing partial denture		
The following services are limited to rebasing performed more than six months after the initial insertion with a frequency limitation of one time per 12 months.  D5710 - Rebase complete maxillary denture D5711 - Rebase complete mandibular denture D5720 - Rebase maxillary partial denture D5721 - Rebase mandibular partial denture D5725 - Rebase hybrid prosthesis D5730 - Reline complete maxillary denture (direct) D5731 - Reline complete mandibular denture (direct) D5740 - Reline maxillary partial denture (direct) D5741 - Reline mandibular partial denture (direct) D5750 - Reline complete maxillary denture (indirect) D5751 - Reline complete mandibular denture (indirect) D5760 - Reline maxillary partial denture (indirect) D5761 - Reline mandibular partial denture (indirect) D5876 - Add metal substructure to acrylic full denture (per arch)	50%	50%
The following services are not subject to a frequency limit.  D5765 - Soft liner for complete or partial removable denture - indirect D5850 - Tissue conditioning (maxillary) D5851 - Tissue conditioning (mandibular)	50%	50%
<b>Bridges (Fixed partial dentures) - (Subject to payment of the Dental Services Deductible.)</b>		
The following services are not subject to a frequency limit.  D6210 - Pontic - cast high noble metal D6211 - Pontic - cast predominately base metal D6212 - Pontic - cast noble metal	50%	50%

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
D6214 - Pontic - titanium and titanium alloys D6240 - Pontic - porcelain fused to high noble metal D6241 - Pontic - porcelain fused to predominately base metal D6242 - Pontic - porcelain fused to noble metal D6243 - Pontic - porcelain fused to titanium and titanium alloys D6245 - Pontic - porcelain/ceramic		
The following services are not subject to a frequency limit.  D6545 - Retainer - cast metal for resin bonded fixed prosthesis D6548 - Retainer - porcelain/ceramic for resin bonded fixed prosthesis	50%	50%
The following services are limited to one time every 60 months.  D6740 - Retainer crown - porcelain/ceramic D6750 - Retainer crown - porcelain fused to high noble metal D6751 - Retainer crown - porcelain fused to predominately base metal D6752 - Retainer crown - porcelain fused to noble metal D6753 - Retainer crown - porcelain fused to titanium and titanium alloys D6780 - Retainer crown - 3/4 cast high noble metal D6781 - Retainer crown - 3/4 cast predominately base metal D6782 - Retainer crown - 3/4 cast noble metal D6783 - Retainer crown - 3/4 porcelain/ceramic D6784 - Retainer crown - 3/4 titanium and titanium alloys D6790 - Retainer crown - full cast high noble metal D6791 - Retainer crown - full cast predominately base metal D6792 - Retainer crown - full cast noble metal	50%	50%
The following services are not subject to a frequency limit.  D6930 - Re-cement or re-bond FPD D6980 - FPD repair necessitated by restorative material failure	50%	50%
<b>Oral Surgery - (Subject to payment of the Dental Services Deductible.)</b>		
The following services are not subject to a frequency limit.	50%	50%

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
D7140 - Extraction, erupted tooth or exposed root D7210 - Surgical removal of erupted tooth requiring removal of bone, sectioning of tooth, and including elevation of mucoperiosteal flap, if indicated 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 - completely bony with unusual surgical complications D7250 - Surgical removal or residual tooth roots D7251 - Coronectomy - intentional partial tooth removal, impacted teeth only		
The following service is not subject to a frequency limit.  D7270 - Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	50%	50%
The following service is not subject to a frequency limit.  D7280 - Surgical access exposure of an unerupted tooth	50%	50%
The following services are not subject to a frequency limit.  D7310 - Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant D7311 - Alveoloplasty in conjunction with extraction - one to three teeth or tooth spaces, per quadrant D7320 - Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant D7321 - Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	50%	50%
The following service is not subject to a frequency limit.  D7471 - Removal of lateral exostosis (maxilla or mandible)	50%	50%
The following services are not subject to a frequency limit.  D7509 - Marsupialization of odontogenic cyst	50%	50%

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
D7510 - Incision and drainage of abscess, intraoral soft tissue D7910 - Suture of recent small wounds up to 5 cm D7953 - Bone replacement graft for ridge preservation - per site D7961 - Buccal/labial frenectomy (frenulectomy) D7962 - Lingual frenectomy (frenulectomy) D7971 - Excision of pericoronal gingiva		
The following services are limited to one every 36 months.  D7956 - Guided tissue regeneration, edentulous area - resorbable barrier, per site D7957 - Guided tissue regeneration, edentulous area - non-resorbable barrier, per site	50%	50%
<b>Adjunctive Services - (Subject to payment of the Dental Services Deductible.)</b>		
The following service is not subject to a 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 treatment of dental pain – per visit	50%	50%
Covered only when clinically Necessary.  D9222 - Deep sedation/general anesthesia - first 15 minutes D9223 - Deep sedation/general anesthesia - each 15 minute increment D9239 - Intravenous moderate (conscious) sedation/anesthesia - first 15 minutes D9610 - Therapeutic parenteral drug single administration	50%	50%
Covered only when clinically Necessary  D9310 - Consultation (diagnostic service provided by a dentist or Physician other than the practitioner providing treatment)	50%	50%
The following services are limited to one guard every 12 months.  D9944 - Occlusal guard - hard appliance, full arch D9945 - Occlusal guard - soft appliance, full arch D9946 - Occlusal guard - hard appliance, partial arch	50%	50%
<b>Implant Procedures - (Subject to payment of the Dental Services Deductible.)</b>		

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Out-of-Network Benefits
<p>The following services are limited to one time every 60 months.</p> <p>D6010 - Surgical placement of implant body: endosteal implant  D6012 - Surgical placement of interim implant body  D6040 - Surgical placement of eposteal implant  D6050 - Surgical placement: transosteal implant  D6055 - Connecting bar - implant supported or abutment supported  D6056 - Prefabricated abutment - includes modification and placement  D6057 - Custom fabricated abutment - includes placement  D6058 - Abutment supported porcelain/ceramic crown  D6059 - Abutment supported porcelain fused to metal crown (high noble metal)  D6060 - Abutment supported porcelain fused to metal crown (predominately base metal)  D6061 - Abutment supported porcelain fused to metal crown (noble metal)  D6062 - Abutment supported cast metal crown (high noble metal)  D6063 - Abutment supported cast metal crown (predominately base metal)  D6064 - Abutment supported cast metal crown (noble metal)  D6065 - Implant supported porcelain/ceramic crown  D6066 - Implant supported crown - porcelain fused to high noble alloys  D6067 - Implant supported crown - high noble alloys  D6068 - Abutment supported retainer for porcelain/ceramic FPD  D6069 - Abutment supported retainer for porcelain fused to metal FPD (high noble metal)  D6070 - Abutment supported retainer for porcelain fused to metal FPD (predominately base metal)  D6071 - Abutment supported retainer for porcelain fused to metal FPD (noble metal)  D6072 - Abutment supported retainer for cast metal FPD (high noble metal)  D6073 - Abutment supported retainer for cast metal FPD (predominately base metal)  D6074 - Abutment supported retainer for cast metal FPD (noble metal)  D6075 - Implant supported retainer for ceramic FPD</p>	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Out-of-Network Benefits
D6076 - Implant supported retainer for FPD - porcelain fused to high noble alloys D6077 - Implant supported retainer for metal FPD - high noble alloys D6080 - Implant maintenance procedure D6081 - Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure D6082 - Implant supported crown - porcelain fused to predominantly base alloys D6083 - Implant supported crown - porcelain fused to noble alloys D6084 - Implant supported crown - porcelain fused to titanium and titanium alloys D6086 - Implant supported crown - predominantly base alloys D6087 - Implant supported crown - noble alloys D6088 - Implant supported crown - titanium and titanium alloys D6090 - Repair implant supported prosthesis, by report D6091 - Replacement of replaceable part of semi-precision or precision attachment of implant/abutment supported prosthesis, per attachment D6095 - Repair implant abutment, by report D6096 - Remove broken implant retaining screw D6097 - Abutment supported crown - porcelain fused to titanium and titanium alloys D6098 - Implant supported retainer - porcelain fused to predominantly base alloys D6099 - Implant supported retainer for FPD - porcelain fused to noble alloys D6100 - Surgical removal of implant body D6101 - Debridement peri-implant defect D6102 - Debridement and osseous contouring of a peri-implant defect D6103 - Bone graft for repair of peri-implant defect D6104 - Bone graft at time of implant replacement D6118 - Implant/abutment supported interim fixed denture for edentulous arch - mandibular		

<b>Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.</b>		
<b>What Are the Procedure Codes, Benefit Description and Frequency Limitations?</b>	<b>Network Benefits</b>	<b>Out-of-Network Benefits</b>
D6119 - Implant/abutment supported interim fixed denture for edentulous arch - maxillary D6120 - Implant supported retainer - porcelain fused to titanium and titanium alloys D6121 - Implant supported retainer for metal FPD - predominantly base alloys D6122 - Implant supported retainer for metal FPD - noble alloys D6123 - Implant supported retainer for metal FPD - titanium and titanium alloys D6190 - Radiographic/surgical implant index, by report D6191 - Semi-precision abutment - placement D6192 - Semi-precision attachment - placement D6195 - Abutment supported retainer - porcelain fused to titanium and titanium alloys		
The following services are not subject to a frequency limit.  D6105 - Removal of implant body not requiring bone removal or flap evaluation D6197 - Replacement of restorative material used to close an access opening of a screw-retained implant supported prosthesis, per implant	50%	50%
The following services are limited to one every 36 months.  D6106 - Guided tissue regeneration - resorbable barrier, per implant D6107 - Guided tissue regeneration - non-resorbable barrier, per implant	50%	50%
<b>Medically Necessary Orthodontics - (Subject to payment of the Dental Services Deductible.)</b>		
Benefits for comprehensive orthodontic treatment are approved by the Company, only in those instances that are related to an identifiable syndrome such as cleft lip and or palate, Crouzon's Syndrome, Treacher-Collins Syndrome, Pierre-Robin Syndrome, hemi-facial atrophy, hemi-facial hypertrophy; or other severe craniofacial deformities which result in a physically handicapping malocclusion as determined by the Company's dental consultants. Benefits are not available for comprehensive orthodontic treatment for crowded dentitions (crooked teeth), excessive spacing between teeth, temporomandibular joint (TMJ) conditions and/or having horizontal/vertical (overjet/overbite) discrepancies.  All orthodontic treatment must be prior authorized.  Benefits will be paid in equal monthly installments over the course of the entire orthodontic treatment plan, starting on the date that the orthodontic bands or appliances are first placed, or on the date a one-step orthodontic procedure is performed.  Services or supplies furnished by a Dental Provider in order to diagnose or correct misalignment of the teeth or the bite. Benefits are available only when the service or supply is determined to be medically Necessary.		
The following services are not subject to a frequency limitation as long as benefits have been prior authorized.	50%	50%

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Out-of-Network Benefits
D8010 - Limited orthodontic treatment of the primary dentition D8020 - Limited orthodontic treatment of the transitional dentition D8030 - Limited orthodontic treatment of the adolescent dentition D8070 - Comprehensive orthodontic treatment of the transitional dentition D8080 - Comprehensive orthodontic treatment of the adolescent dentition D8210 - Removable appliance therapy D8220 - Fixed appliance therapy D8660 - Pre-orthodontic treatment visit D8670 - Periodic orthodontic treatment visit D8680 - Orthodontic retention D8695 - Removal of fixed orthodontic appliances for reasons other than completion of treatment D8696 - Repair of orthodontic appliance - maxillary D8697 - Repair of orthodontic appliance - mandibular D8698 - Re-cement or re-bond fixed retainer - maxillary D8699 - Re-cement or re-bond fixed retainer - mandibular D8701 - Repair of fixed retainer, includes reattachment - maxillary D8702 - Repair of fixed retainer, includes reattachment - mandibular		

### **Section 3: Pediatric Dental Exclusions**

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

1. Any Dental Service or Procedure not listed as a Covered Dental Service 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. 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.
8. Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue. See the Covered Medical Expense Benefits section of the Certificate for covered services.
9. 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. See the Covered Medical Expense Benefits section of the Certificate for covered services.
10. 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.

11. 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. See the Covered Medical Expense Benefits section of the Certificate for covered services.
12. Charges for not keeping a scheduled appointment without giving the dental office 24 hours notice.
13. Expenses for Dental Procedures begun prior to the Insured Person becoming enrolled for coverage provided through this section of the Policy.
14. 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.
15. Fixed or removable prosthodontic restoration procedures for complete oral rehabilitation or reconstruction.
16. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
17. Billing for incision and drainage if the involved abscessed tooth is removed on the same date of service.
18. Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
19. 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 an out-of-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 the number 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:

**Allowed Dental Amounts** - Allowed Dental Amounts 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, Allowed Dental Amounts are the Company's contracted fee(s) for Covered Dental Services with that provider.
- For Out-of-Network Benefits, when Covered Dental Services are received from out-of-Network Dental Providers, Allowed Dental Amounts are the Usual and Customary Fees, as defined below.

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

**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 Out-of-Network Benefits in that Policy Year.

**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 section which are determined by the Company through case-by-case 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.
- Provided 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 section. The definition of Necessary used in this section relates only to benefits under this section 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.

**Out-of-Network Benefits** - benefits available for Covered Dental Services obtained from out-of-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.

## **Section 18: Pediatric Vision Care Services Benefits**

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Benefits are provided for Vision Care Services, as described below, for Insured Persons under the age of 19. Benefits 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 UnitedHealthcare Vision Network or an out-of-Network Vision Care Provider. To find a UnitedHealthcare Vision Network 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 UnitedHealthcare Vision Network Vision Care Providers on the Internet at [www.myuhcvision.com](http://www.myuhcvision.com).

When Vision Care Services are obtained from an out-of-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 section 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 UnitedHealthcare Vision Network 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.

#### **Out-of-Network Benefits:**

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

**Out-of-Pocket Maximum** - any amount the Insured Person pays in Coinsurance and Copayments for Vision Care Services under this section 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 section 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 section does not apply to the Policy Deductible stated in the Policy Schedule of Benefits.

## **What Are the Benefit Descriptions?**

### **Benefits**

When benefit limits apply, the limit stated refers to any combination of Network Benefits and out-of-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 eyes and according to the standards of care in the area where the Insured Person resides, including:

- A patient history that includes reasons for exam, patient medical/eye history, and current medications.
- Visual acuity with each eye and both eyes, far and near, with and without glasses or contact lenses (for example, 20/20 and 20/40).
- Cover test at 20 feet and 16 inches (checks how the eyes work together as a team).
- Ocular motility (how the eyes move) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception (3D vision).
- Pupil reaction to light and focusing.
- Exam of the eye lids, lashes, and outside of the eye.
- Retinoscopy (when needed) – helps to determine the starting point of the refraction which determines the lens power of the glasses.
- Phorometry/Binocular testing – far and near: how well eyes work as a team.
- Tests of accommodation – how well the Insured Person sees up close (for example, reading).
- Tonometry, when indicated: test pressure in eye (glaucoma check).
- Ophthalmoscopic examination of the inside of the eye.
- Visual field testing.
- Color vision testing.
- Diagnosis/prognosis.
- Specific recommendations.

Post exam 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 placed in eyeglass frames and worn on the face to correct visual acuity limitations.

The Insured Person is eligible to choose only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person chooses 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 UnitedHealthcare Vision Network 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 choose only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person chooses 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 UnitedHealthcare Vision Network 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, contact lenses, and follow-up care.

The Insured Person is eligible to choose only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person chooses 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.

## **Low Vision**

Benefits are available to Insured Persons who have severe visual problems that cannot be corrected with regular lenses and only when a Vision Care Provider has determined a need for and has prescribed the service. Such determination will be made by the Vision Care Provider and not by the Company.

Benefits include:

- Low vision testing: Complete low vision analysis and diagnosis which includes:
  - A comprehensive examination of visual functions.
  - The prescription of corrective eyewear or vision aids where indicated.
  - Any related follow-up care.
- Low vision therapy: Subsequent low vision therapy if prescribed.

## Schedule of Benefits

Benefit percentages shown below are the percentages of covered Vision Care Services that the Company pays.

Vision Care Service	What is the Frequency of Service?	Network Benefit	Out-of-Network Benefit
<b>Routine Vision Examination or Refraction only in lieu of a complete exam.</b>	Once per year.	100% after a Copayment of \$20.	50% of the billed charge.
<b>Eyeglass Lenses</b>	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.
<b>Lens Extras</b>	Once per year.		
• Polycarbonate lenses		100%	100% of the billed charge.
• Standard scratch-resistant coating		100%	100% of the billed charge.
<ul style="list-style-type: none"> <li>Each of the following is a separate charge shown under columns Network and Out-of-Network Benefits: <ul style="list-style-type: none"> <li>Blended segment lenses</li> <li>Intermediate vision lenses</li> <li>Standard Progressives</li> <li>Premium Progressives</li> <li>Photochromic Glass</li> <li>Plastic Photosensitive</li> <li>Polarized</li> <li>Hi-Index</li> <li>Standard Anti-Reflective Coating</li> <li>Premium Anti-Reflective Coating</li> <li>Ultra Anti-Reflective Coating</li> </ul> </li> <li>UV Coating</li> </ul>		40%	40% of the billed charge.
• Tint		40%	40% of the billed charge.
• Oversized lenses		40%	40% of the billed charge.
<b>Eyeglass Frames</b>	Once per year.		

<b>Vision Care Service</b>	<b>What is the Frequency of Service?</b>	<b>Network Benefit</b>	<b>Out-of-Network Benefit</b>
<ul style="list-style-type: none"> <li>• Eyeglass frames with a retail cost up to \$130.</li> </ul>		100%	50% of the billed charge.
<ul style="list-style-type: none"> <li>• Eyeglass frames with a retail cost of \$130 - 160.</li> </ul>		100% after a Copayment of \$15.	50% of the billed charge.
<ul style="list-style-type: none"> <li>• Eyeglass frames with a retail cost of \$160 - 200.</li> </ul>		100% after a Copayment of \$30.	50% of the billed charge.
<ul style="list-style-type: none"> <li>• Eyeglass frames with a retail cost of \$200 - 250.</li> </ul>		100% after a Copayment of \$50.	50% of the billed charge.
<ul style="list-style-type: none"> <li>• Eyeglass frames with a retail cost greater than \$250.</li> </ul>		60%	50% of the billed charge.

<b>Vision Care Service</b>	<b>What is the Frequency of Service?</b>	<b>Network Benefit</b>	<b>Out-of-Network Benefit</b>
<b>Contact Lenses Fitting &amp; Evaluation</b>	Once per year.	100%	100%
<b>Contact Lenses</b>			
<ul style="list-style-type: none"> <li>• Covered Contact Lens Selection</li> </ul>	Limited to a 12 month supply.	100% after a Copayment of \$40.	50% of the billed charge.
<ul style="list-style-type: none"> <li>• Necessary Contact Lenses</li> </ul>	Limited to a 12 month supply.	100% after a Copayment of \$40.	50% of the billed charge.

<b>Vision Care Service</b>	<b>What is the Frequency of Service?</b>	<b>Network Benefit</b>	<b>Out-of-Network Benefit</b>
<b>Low Vision Care Services</b> Note that benefits for these services will be paid as reimbursements. When obtaining these Vision Care Services, the Insured Person will be required to pay all billed charges at the time of service. The Insured Person may then obtain reimbursement from the Company. Reimbursement will be limited to the amounts stated.	Once every 24 months.		
<ul style="list-style-type: none"> <li>• Low vision testing</li> </ul>		100% of the billed charge.	75% of the billed charge.
<ul style="list-style-type: none"> <li>• Low vision therapy</li> </ul>		100% of the billed charge.	75% of the billed charge.

## Section 2: Pediatric Vision Exclusions

Except as may be specifically provided in this section under Section 1: Benefits for Pediatric Vision Care Services, benefits are not provided under this section 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 Pediatric 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 an out-of-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 section, 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 provided by an out-of-Network Vision Care Provider, or for Vision Care Services covered as reimbursements (whether or not rendered by a UnitedHealthcare Vision Network Vision Care Provider or an out-of-Network Vision Care Provider), the Insured Person must provide all of the following information on a claim form acceptable to the Company, if required, 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):  
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 UnitedHealthcare Vision Network Vision Care Provider on a covered-in-full basis, subject to payment of any applicable Copayment.

**UnitedHealthcare Vision Network** - 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 section in Section 1: Benefits for Pediatric Vision Care Services.

### Section 19: UnitedHealthcare Pharmacy (UHCP) Prescription Drug Benefits

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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 section.

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 placed. 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  $\frac{3}{4}$  of the original Prescription Drug Product has been used. For select controlled medications filled at a retail Network Pharmacy, refills are available when 90% of the original Prescription Drug Product has been used. For select controlled

medications filled at a mail order Network Pharmacy, refills are available when 80% of the original Prescription Drug Product has been used.

The Insured must either show their ID card to the Network Pharmacy when the prescription is filled or provide the Network Pharmacy with identifying information that can be verified by the Company during regular business hours. If the Insured does not show their ID card to the Network Pharmacy or provide verifiable information, they will need to pay for the Prescription Drug at the pharmacy.

The Insured may then submit a reimbursement form along with the paid receipts in order to be reimbursed. Insureds may obtain reimbursement forms by visiting [www.uhcsr.com](http://www.uhcsr.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.uhcsr.com](http://www.uhcsr.com) or by calling *Customer Service* at 1-855-828-7716.

When prescriptions are filled at pharmacies outside a Network Pharmacy, the Insured must pay for the Prescription Drugs out of pocket and submit the receipts for reimbursement as described in the How to File a Claim for Injury and Sickness Benefits section in the Certificate of Coverage.

## **Prescription Drug Deductible**

The Insured Person is responsible for paying the Prescription Drug Deductible stated in the Policy Schedule of Benefits before benefits for Prescription Drug Products are available.

The Insured Person is not responsible for paying a Deductible for PPACA Zero Cost Share Preventive Care Medications.

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

When the plan includes the mail order option, 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 PPACA Zero Cost Share Preventive Care Medications.

## **How Do Supply Limits Apply?**

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 31-day 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, or a Preferred 90 Day Retail Network Pharmacy, if applicable, 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. Supply limits are subject, from time to time, to the Company's review and change. This may limit 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 find out whether a Prescription Drug Product has a supply limit for dispensing by contacting the Company at [www.uhcsr.com](http://www.uhcsr.com) or by calling *Customer Service* at 1-855-828-7716.

## **What Happens When 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. Therefore the Copayment and/or Coinsurance may change or the Insured will no longer have benefits for that particular Brand-name Prescription Drug Product.

## **What Happens When a Biosimilar Product Becomes Available for a Reference Product?**

If a biosimilar becomes available for a reference product (a biological Prescription Drug Product), the tier placement of the reference product may change. Therefore, the Copayment and/or Coinsurance may change and an Ancillary Charge may apply, or the Insured will no longer have benefits for that particular reference 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 at [www.uhcsr.com](http://www.uhcsr.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, benefits will be paid under the out-of-network Prescription Drug Benefit.

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, benefits will be paid based on the out-of-Network Benefit for that Prescription Drug Product.

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 Copayment and/or 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 find out whether a Network Pharmacy is a Preferred Specialty Network Pharmacy at [www.uhcsr.com](http://www.uhcsr.com) or by calling *Customer Service* at 1-855-828-7716.

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.

### **Do Prior Authorization Requirements Apply?**

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 obtain prior authorization from the Company or the Company's designee. The reason for obtaining prior authorization from 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.

This Certificate requires prior authorization or other utilization review measures as conditions of providing coverage of an opioid analgesic prescribed for the treatment of chronic pain, except when the Prescription Drug Product is prescribed under one of the following circumstances:

1. To an Insured Person who is a hospice patient in a hospice care program.
2. To an Insured Person who has been diagnosed with a terminal condition but is not a hospice patient in a hospice care program.
3. To an Insured Person who has cancer or another condition associated with the Insured Person's cancer or history of cancer.

Prior authorization for Prescription Drug Products for the treatment of opioid abuse will be handled on an expedited basis.

Prior authorization requests will be responded to within 48 hours for urgent care services, or 10 calendar days for any prior authorization request that is not for urgent care services. The Company's response will indicate whether the request is approved or denied. If the prior authorization is denied, we will provide the specific reason for the denial.

If the request is denied, the Insured Person should refer to the Notice of Appeal Rights section of this Certificate for instructions on how to submit an appeal.

If the prior authorization request is incomplete, the Company will indicate the specific additional information that is required to process the request.

Prior authorization for a Prescription Drug Product will not be retroactively denied if the Physician prescribed the Prescription Drug Product in good faith and the prior authorization request is approved.

If the Insured does not obtain prior authorization from the Company before the Prescription Drug Product is dispensed, the Insured may pay more for that Prescription Order or Refill. The Prescription Drug Products requiring prior authorization are subject, from time to time, to the Company's review and change. 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 prior authorization at [www.uhcsr.com](http://www.uhcsr.com) or by calling *Customer Service* at 1-855-828-7716.

The Insured may also access information on the prior authorization requirements attached to opioid medication, chronic medical conditions, or rare medical conditions by contacting the Company at [www.uhcsr.com](http://www.uhcsr.com) or by calling *Customer Service* at 1-855-828-7716.

The Company will honor a prior authorization approved drug, when used in the treatment of a chronic condition, for the lesser of the following from the date of approval:

- Twelve months.
- The last day of the Insured's Person's eligibility under the Policy.
- The approval period is not required for medications use for non-maintenance conditions, treatments that are typically less than 1 year, medications that require a trial period to determine if appropriate and effective, medications for which there is no medical or scientific evidence to support a 12-month prior approval, medications which are Schedule I or II controlled substance or any opioid analgesic or benzodiazepine, or not prescribed by a Preferred Provider.

- We may require a Physician to submit information to Us indicating that the Insured Person's chronic condition has not changed.

The request for information by Us and the response by the Physician will be in an electronic format and will not be required more frequently than quarterly. If the Physician does not respond within five calendar days from the date the request was received, We may terminate the twelve-month approval.

If the Insured does not obtain prior authorization from the Company 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.

The Company will review the request and necessary information once it is received. The Company will not deny a Prescription Drug request based solely on the fact that a prior authorization was not obtained.

When the Insured submits a claim on this basis, the Insured may pay more because they did not obtain prior authorization from the Company before the Prescription Drug Product was dispensed. The amount the Insured is reimbursed will be based on the Prescription Drug Charge (for Prescription Drug Products from a Network Pharmacy) or the Out-of-Network Reimbursement Rate (for Prescription Drug Products from an out-of-Network Pharmacy), 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.

### **Does Step Therapy Apply?**

Certain Prescription Drug Products for which benefits are provided are subject to step therapy requirements. In order to receive benefits for such Prescription Drug Products an Insured must use a different Prescription Drug Product(s) first.

The Insured may find out whether a Prescription Drug Product is subject to step therapy requirements at [www.uhcsr.com](http://www.uhcsr.com) or by calling *Customer Service* at 1-855-828-7716.

The Insured or the Insured's representative can request an exception to step therapy requirements through the prior authorization process. The Insured and the Insured's Physician will be notified of the Company's determination in regards to the step therapy review request within 10 calendar days. If this is an urgent request where it requires immediate action and delay could significantly increase the risk to the Insured's health, or the Insured's ability to regain maximum function, notification will be sent within 48 hours after receiving a request. Any denial notice of a step therapy request will include a detailed, written explanation of the reason for the denial and the clinical rationale supporting the denial. If the request is denied, the Insured can appeal by completing the steps indicated under Section 12: Notice of Appeal Rights in this Certificate of Coverage.

### **When Does the Company Limit Selection of Pharmacies?**

If the Company determines that an Insured Person may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, the Insured Person's choice of Network Pharmacies may be limited. If this happens, the Company may require the Insured to choose one Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if the Insured uses the chosen Network Pharmacy. If the Insured does not make a selection within 31 days of the date the Company notifies the Insured, the Company will choose a Network Pharmacy for the Insured.

### **Coverage Policies and Guidelines**

The Company's Prescription Drug List (PDL) Management Committee makes tier placement changes on the Company's behalf. The PDL Management Committee places FDA-approved Prescription Drug Products into tiers by considering a number of factors including clinical and economic factors. Clinical factors may include review of the place in therapy or use as compared to other similar product or services, site of care, relative safety or effectiveness of the Prescription Drug Product, as well as if certain supply limits or prior authorization requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's total cost including any rebates and evaluations on the cost effectiveness of the Prescription Drug Product.

Some Prescription Drug Products are more cost effective for treating specific conditions as compared to others, therefore; a Prescription Drug may be placed on multiple tiers according to the condition for which the Prescription Drug Product was prescribed to treat.

The Company may, from time to time, change the placement of a Prescription Drug Product among the tiers. These changes generally will happen quarterly, but no more than six times per calendar year. These changes may happen without prior notice to the Insured.

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 placement of a Prescription Drug Product may change, from time to time, 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.uhcsr.com](http://www.uhcsr.com) or call *Customer Service* at 1-855-828-7716 for the most up-to-date tier placement.

## **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 provision. 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. This includes data sources such as Medi-Span that classify drugs as either brand or generic based on a number of factors. Not all products identified as a "brand name" by the manufacturer, pharmacy, or an Insured's Physician will 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. This includes Specialty Prescription Drug Products. Not all Network Pharmacies are 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 American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information 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. This includes data sources such as Medi-

Span, that classify drugs as either brand or generic based on a number of factors. Not all products identified as a "generic" by the manufacturer, pharmacy or Insured's Physician will be classified as a Generic by the Company.

**Maintenance Medication** means a Prescription Drug Product expected to be used for six months or more to treat or prevent a chronic condition. The Insured may find out if a Prescription Drug Product is a Maintenance Medication at [www.uhcsr.com](http://www.uhcsr.com) or by calling *Customer Service* at 1-855-828-7716.

**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 placed on 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.

**Out-of-Network Reimbursement Rate** means the amount the Company will pay to reimburse an Insured for a Prescription Drug Product that is dispensed at an out-of-Network Pharmacy. The Out-of-Network Reimbursement Rate for a particular Prescription Drug Product dispensed at an out-of-Network Pharmacy includes a dispensing fee and any applicable sales tax.

**PPACA** means Patient Protection and Affordable Care Act of 2010.

**PPACA Zero Cost Share 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 find out if a drug is a PPACA Zero Cost Share Preventive Care Medication as well as information on access to coverage of Medically Necessary alternatives at [www.uhcsr.com](http://www.uhcsr.com) or by calling *Customer Service* at 1-855-828-7716.

**Preferred 90 Day Retail Network Pharmacy** means a retail pharmacy that the Company identifies as a preferred pharmacy within the network for Maintenance Medication.

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

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

**Prescription Drug List** means a list that places 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 review and change from time to time. The Insured may find out which tier a particular Prescription Drug Product has been placed at [www.uhcsr.com](http://www.uhcsr.com) or call *Customer Service* at 1-855-828-7716.

**Prescription Drug List (PDL) Management Committee** means the committee that the Company designates for placing Prescription Drugs into specific tiers.

**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 according to a Prescription Order or Refill. A Prescription Drug Product includes a medication that is generally appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the Policy, this definition includes:

- Inhalers (with spacers).
- Insulin.
- Certain vaccines/immunizations administered in a Network Pharmacy.
- Certain injectable medications administered at a Network Pharmacy.
- 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 meters, including continuous glucose monitors.

**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.

**Specialty Prescription Drug Product** means Prescription Drug Products that are generally high cost, self-administered biotechnology drugs used to treat patients with certain illnesses. Insured Persons may access a complete list of Specialty Prescription Drug Products at [www.uhcsr.com](http://www.uhcsr.com) or call *Customer Service* at 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. This 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. Prescription Drug Products dispensed outside the United States, except as required for a Medical Emergency.
4. Drugs which are prescribed, dispensed or intended for use during an Inpatient stay.
5. Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications for certain diseases and/or dosage regimens determined by the Company to be experimental, investigational or unproven.

6. Prescription Drug Products furnished by the local, state or federal government. Any Prescription Drug Product to the extent payment or benefits are provided by the local, state or federal government (for example, Medicare), except as otherwise provided by law.
7. Prescription Drug products for any condition, Injury, Sickness or Mental Illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
8. A pharmaceutical product for which benefits are provided in the Certificate of Coverage.
9. General vitamins, except the following, which require a Prescription Order or Refill:
  - Prenatal vitamins.
  - Vitamins with fluoride.
  - Single entity vitamins.
10. Certain unit dose packaging or repackagers of Prescription Drug Products.
11. Medications used for cosmetic or convenience purposes.
12. 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.
13. Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by the Company's PDL Management Committee.
14. Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration (FDA) 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 placed on an applicable Tier.)
15. Drugs available over-the-counter, except for those mandated by the PPACA, 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 made up 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. The Company may decide at any time to reinstate benefits for a Prescription Drug Product that was previously excluded under this provision.
16. Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, and prescription medical food products, even when used for the treatment of Sickness or Injury.
17. 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.
18. 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.
19. 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.
20. A Prescription Drug Product with either:
  - An approved biosimilar.
  - 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 both of the following:
    - It is highly similar to a reference product (a biological Prescription Drug Product).
    - It 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. The Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
21. Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.
22. Durable medical equipment, including certain insulin pumps and related supplies for the management and treatment of diabetes, for which benefits are provided in the Policy. Prescribed and non-prescribed outpatient supplies. This does not apply to diabetic supplies and inhaler spacers specifically stated as covered.
23. Diagnostic kits and products, including associated services.
24. Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.

25. Certain Prescription Drug Products that are FDA approved as a package with a device or application, including smart package sensors and/or embedded drug sensors. This exclusion does not apply to a device or application that assists the Insured Person with the administration of a Prescription Drug Product.
26. A Prescription Drug Product that contains marijuana, including medical marijuana.

### **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 1-888-799-7716. The Company will notify the Insured Person of the Company's determination within 72 hours.

Please note, if the request for an exception is approved, the Insured may be responsible for paying the applicable Copayment and/or Coinsurance based on the Prescription Drug Product tier placement, or at the highest tier as described in the Schedule of Benefits, in addition to any applicable Ancillary Charge.

### **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 1-888-799-7716. 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 1-888-799-7716 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.

## Schedule of Benefits

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Xavier University

2024-636-1

**METALLIC LEVEL – GOLD WITH ACTUARIAL VALUE OF 84.550%**

### Injury and Sickness Benefits

This Schedule of Benefits is a summary of the Deductibles, Coinsurance, Copayments, maximums, and other limits that apply when the Insured Person obtains Covered Medical Expenses for a covered Injury or Sickness. Please refer to the Medical Expense Benefits section of the Certificate for a more complete explanation of the benefits provided under the Policy.

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

<b>Deductible Preferred Provider</b>	\$500 (Per Insured Person, Per Policy Year)
<b>Deductible Out-of-Network Provider</b>	\$500 (Per Insured Person, Per Policy Year)
<b>Coinsurance Preferred Provider</b>	80% of Allowed Amount, except as noted below
<b>Coinsurance Out-of-Network Provider</b>	50% of Allowed Amount, except as noted below
<b>Out-of-Pocket Maximum Preferred Provider</b>	\$7,150 (Per Insured Person, Per Policy Year)
<b>Out-of-Pocket Maximum Out-of-Network Provider</b>	\$7,150 (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.

**Preferred Provider Benefits** apply to Covered Medical Expenses that are provided by a Preferred Provider. If a Preferred Provider is not available in the Network Area, benefits will be paid for Covered Medical Expenses provided by an Out-of-Network Provider at the Preferred Provider Benefit level. "Network area" means the 50 mile radius around the local school campus the Named Insured is attending.

**Out-of-Network Provider Benefits** apply to Covered Medical Expenses that are provided by an Out-of-Network Provider. **Refer to the Preferred Provider and Out-of-Network Provider Information section of the Certificate for information on reimbursement for Emergency Services provided by an Out-of-Network Provider, Covered Medical Expenses provided at certain Preferred Provider facilities by an Out-of-Network Physician, and Air Ambulance transport provided by an Out-of-Network Provider.**

The Policy provides patient protections from Out-of-Network Provider surprise bills ("balance billing") for Emergency Services and other specified items or services. The Company complies with these patient protections as established under Ohio Revised Code Sections 3902.50 through 3902.54, Ohio Administrative Code Section 3901-8-17, and the Federal No Surprises Act.

**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. Services that are not Covered Medical Expenses do not count toward meeting the Out-of-Pocket Maximum.

Any amount the Insured Person pays in Coinsurance, Copayments, Deductibles or reductions for failing to comply with Policy provisions or requirements for covered pediatric Dental Services or covered pediatric Vision Care Services applies to the Out-of-Pocket Maximum shown above.

**Student Health Center Benefits:** The Deductible will be waived and benefits will be paid at 100% for Covered Medical Expenses after a \$30 Copay per visit incurred when treatment is rendered at the Student Health Center.

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. Please refer to the Medical Expense Benefits section of the Certificate of Coverage for a description of the Covered Medical Expenses for which benefits are available.

Covered Medical Expenses include:

<b>Inpatient</b>	<b>Preferred Provider Benefits</b>	<b>Out-of-Network Provider Benefits</b>
<b>Room and Board Expense</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Intensive Care</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Hospital Miscellaneous Expenses</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Routine Newborn Care</b>	80% of Allowed Amount not subject to Deductible	50% of Allowed Amount not subject to Deductible
<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.	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Assistant Surgeon Fees</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.	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Anesthetist Services</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Registered Nurse's Services</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Physician's Visits</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Pre-admission Testing</b> Payable within 7 working days prior to admission.	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible

<b>Outpatient</b>	<b>Preferred Provider Benefits</b>	<b>Out-of-Network Provider Benefits</b>
<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.	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Day Surgery Miscellaneous</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible

Outpatient	Preferred Provider Benefits	Out-of-Network Provider Benefits
<b>Assistant Surgeon Fees</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.	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Anesthetist Services</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Physician's Visits</b>	\$35 Copay per visit 80% of Allowed Amount not subject to Deductible	\$35 Copay per visit 50% of Allowed Amount not subject to Deductible
<b>Physiotherapy</b> 36 visits of cardiac rehabilitation therapy  Separate physical, occupational, and speech therapy limits apply to rehabilitative and Habilitative Services.  Review of Medical Necessity will be performed after 12 visits per Injury or Sickness.	\$35 Copay per visit 80% of Allowed Amount not subject to Deductible	\$35 Copay per visit 50% of Allowed Amount not subject to Deductible
<b>Medical Emergency Expenses</b> The Copay will be waived if admitted to the Hospital.	\$250 Copay per visit 80% of Allowed Amount not subject to Deductible	\$250 Copay per visit 80% of Allowed Amount not subject to Deductible
<b>Diagnostic X-ray Services</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Radiation Therapy</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Laboratory Procedures</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Tests &amp; Procedures</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Injections</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Chemotherapy</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Prescription Drugs</b>  Prescription Drugs covered under the Preventive Care Services benefit will be paid at the benefit levels shown under Preventive Care Services.  For oral chemotherapeutic agents, the amount of any applicable Deductibles, Copayments or Coinsurance combined shall not exceed \$100 per Prescription Order or Refill up to a 31-day supply, regardless of tier placement.	*UnitedHealthcare Pharmacy (UHCP), Retail Network Pharmacy \$20 Copay per prescription Tier 1 \$50 Copay per prescription Tier 2 \$75 Copay per prescription Tier 3 up to a 31-day supply per prescription not subject to Deductible  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).	50% of billed charge up to a 31-day supply per prescription after Deductible

<b>Outpatient</b>	<b>Preferred Provider Benefits</b>	<b>Out-of-Network Provider Benefits</b>
	UHCP Mail Order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy at 2.5 times the retail Copay up to a 90-day supply	

<b>Other</b>	<b>Preferred Provider Benefits</b>	<b>Out-of-Network Provider Benefits</b>
<b>Ambulance Services</b>	80% of Allowed Amount after Deductible	80% of Allowed Amount after Deductible
<b>Durable Medical Equipment</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Consultant Physician Fees</b>	\$35 Copay per visit 80% of Allowed Amount not subject to Deductible	\$35 Copay per visit 50% of Allowed Amount not subject to Deductible
<b>Dental Treatment</b> Benefits paid on Injury to Sound, Natural Teeth only or as specifically described in the Policy.	80% of Allowed Amount after Deductible	80% of Allowed Amount after Deductible
<b>Mental Illness Treatment</b> See also Benefits for Biologically Based Mental Illness	<b>Inpatient:</b> 80% of Allowed Amount after Deductible  <b>Outpatient office visits:</b> \$35 Copay per visit 80% of Allowed Amount not subject to Deductible  <b>All other outpatient services, except Medical Emergency Expenses and Prescription Drugs:</b> 80% of Allowed Amount after Deductible	<b>Inpatient:</b> 50% of Allowed Amount after Deductible  <b>Outpatient office visits:</b> 50% of Allowed Amount after Deductible  <b>All other outpatient services, except Medical Emergency Expenses and Prescription Drugs:</b> 50% of Allowed Amount after Deductible
<b>Substance Use Disorder Treatment</b>	<b>Inpatient:</b> 80% of Allowed Amount after Deductible  <b>Outpatient office visits:</b> \$35 Copay per visit 80% of Allowed Amount not subject to Deductible  <b>All other outpatient services, except Medical Emergency Expenses and Prescription Drugs:</b> 80% of Allowed Amount after Deductible	<b>Inpatient:</b> 50% of Allowed Amount after Deductible  <b>Outpatient office visits:</b> 50% of Allowed Amount after Deductible  <b>All other outpatient services, except Medical Emergency Expenses and Prescription Drugs:</b> 50% of Allowed Amount after Deductible
<b>Maternity</b> See also Benefits for Maternity Follow-Up Care	Based on setting where service is performed	Based on setting where service is performed
<b>Complications of Pregnancy</b>	Based on setting where service is performed	Based on setting where service is performed

Other	Preferred Provider Benefits	Out-of-Network Provider Benefits
<b>Preventive Care Services</b> No Deductible, Copays, or Coinsurance will be applied when the services are received from a Preferred Provider.  Please visit <a href="https://www.healthcare.gov/preventive-care-benefits/">https://www.healthcare.gov/preventive-care-benefits/</a> for a complete list of services provided for specific age and risk groups.	100% of Allowed Amount	50% of Allowed Amount after Deductible
<b>Reconstructive Breast Surgery Following Mastectomy</b>	Based on setting where service is performed	Based on setting where service is performed
<b>Diabetes Services</b>	Based on setting where service is performed	Based on setting where service is performed
<b>Home Health Care</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Hospice Care</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Inpatient Rehabilitation Facility</b> 60 days maximum per Policy Year	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Skilled Nursing Facility</b> 90 days maximum per Policy Year	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Urgent Care Center</b>	\$35 Copay per visit 80% of Allowed Amount not subject to Deductible	\$35 Copay per visit 50% of Allowed Amount not subject to Deductible
<b>Hospital Outpatient Facility or Clinic</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Approved Clinical Trials</b> See also Benefits for Cancer Clinical Trials	Based on setting where service is performed	Based on setting where service is performed
<b>Transplantation Services</b>	Based on setting where service is performed	Based on setting where service is performed
<b>Pediatric Dental and Vision Services</b>	See Pediatric Dental and Vision Services benefits	See Pediatric Dental and Vision Services benefits
<b>Reconstructive Procedures</b>	Based on setting where service is performed	Based on setting where service is performed
<b>Allergy Testing and Treatment</b>	Based on setting where service is performed	Based on setting where service is performed
<b>Male Sterilization</b>	Based on setting where service is performed	Based on setting where service is performed
<b>Medical Supplies</b> Benefits are limited to a 31-day supply per purchase.	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Ostomy Supplies</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Temporomandibular Joint Disorder</b>	Based on setting where service is performed	Based on setting where service is performed
<b>Vision Correction</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible
<b>Wigs</b>	80% of Allowed Amount after Deductible	50% of Allowed Amount after Deductible

Other	Preferred Provider Benefits	Out-of-Network Provider Benefits
<b>Non-EHB benefits added to plan via additional Endorsement</b>		
<b>Acupuncture</b>	Paid as any other Sickness	Paid as any other Sickness

# 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

Effective Date: \_\_\_\_\_ 8/1/2024 \_\_\_\_\_

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

### Acupuncture Non EHB Benefit

1. The following exclusion is deleted from the Policy:  
  
Acupuncture.
2. Benefits will be paid at the benefit levels indicated in the Schedule of Benefits.

In all other respects, the Policy provisions remain the same.

**COL-17-OH (PY24) END (4)**

NOTE: UnitedHealthcare reserves the right to adjust the terms of the policy (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in Plan design required by the applicable state regulatory authority; and (iii) as otherwise permitted in the policy.

# 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

Effective Date: 8/1/2024

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

### 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 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.

COL-17-OH (PY21) END (7)

NOTE: UnitedHealthcare reserves the right to adjust the terms of the policy (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in Plan design required by the applicable state regulatory authority; and (iii) as otherwise permitted in the policy.

## NON-DISCRIMINATION NOTICE

UnitedHealthcare Student Resources 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  
[UHC\\_Civil\\_Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

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

Complaint forms are available at: <https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/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.





POLICY NUMBER: 2024-636-1

NOTICE:

The benefits contained within have been revised since publication. The revisions are included within the body of the document, and are summarized on the last page of the document for ease of reference.

NOC1 - 08/05/2024

1. Updated phone number in "Introduction" section to "located on the Insured's ID card".
2. Updated phone number in "Preferred Provider..." section to "the number on their ID card".
3. Added Medicare Eligibility to "Who Is Covered" section.
4. Updated bullet points 6 and 9 for Tests and Procedures in the Medical Expense Benefits section.
5. Updated the first sentence for Maternity in the Medical Expense Benefits section.
6. Updated wording for Diabetes Services in the Medical Expense Benefits section -

FROM:

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, equipment, and supplies including insulin pumps and supplies, blood glucose monitors, insulin syringes with needles, blood glucose and urine test strips, ketone test strips and tablets and lancets and lancet devices.

Benefits also include preventive foot care for Insured Persons with diabetes.

TO:

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.
- Medical eye exams (dilated retinal exams).
- Preventive foot care for diabetes.
- Prescription Drugs, equipment, and supplies based on the Insured's specific medical needs, including:
  - Insulin pumps and supplies.
  - Blood glucose meters including continuous glucose monitors.
  - Insulin syringes with needles.
  - Blood glucose and urine test strips.
  - Ketone test strips and tablets.
  - Lancets and lancet devices.

7. Added a definition for Medicare.
8. Updated "congenital defects" to "Congenital Conditions" in the Newborn Infants definition.
9. Updated Pediatric Dental Benefit Description section per below -

- Added codes D0732 and D0387 to Intraoral Radiographs (X-ray) section
- Updated "The following services are not subject to a frequency limit" to "The following services are limited to two per 12 months"
- In same section as above, added codes D0374 and D0389
- In D0270 row, added codes D0373 and D0388
- In D0330 row, removed code D0704
- In D4260 row, added code D4286
- In D4355 code, updated "oral" to "periodontal"
- Added code D7509 to D7510 row
- Added a row for codes D7956 and D7957
- Updated D9110 code to remove "(Emergency), minor and procedure". Changed "procedure" to "per visit"
- Added a row for codes D6105 and D6197
- Added a row for codes D6106 and D6107

10. Updated UHCP Benefits per below -

- Updated the 4th paragraph under Designated Pharmacies per below -

FROM:

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, benefits will be paid under the out-of-network Prescription Drug Benefit.

TO:

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, benefits will be paid based on the out-of-Network Benefit for that Prescription Drug Product.

- Updated the wording per below under Do Prior Authorization Requirements Apply -

FROM:

When the Insured submits a claim on this basis, the Insured may pay more because they did not obtain prior authorization from 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.

TO:

When the Insured submits a claim on this basis, the Insured may pay more because they did not obtain prior authorization from the Company before the Prescription Drug Product was dispensed. The amount the Insured is reimbursed will be based on the Prescription Drug Charge (for Prescription Drug

Products from a Network Pharmacy) or the Out-of-Network Reimbursement Rate (for Prescription Drug Products from an out-of-Network Pharmacy), less the required Copayment and/or Coinsurance and any Deductible that applies.

-Added a definition for Out-of-Network Reimbursement Rate

-Added "(with spacers)" to 1st bullet point under Prescription Drug Product definition

-Added the following exclusions under Additional Exclusions -

3. Prescription Drug Products dispensed outside the United States, except as required for a Medical Emergency.

11. Medications used for cosmetic or convenience purposes.

26. A Prescription Drug Product that contains marijuana, including medical marijuana.

-Updated the following exclusion per below -

FROM:

Durable medical equipment, including certain insulin pumps and related supplies for the management and treatment of diabetes, for which benefits are provided in the Policy.

TO:

Durable medical equipment, including certain insulin pumps and related supplies for the management and treatment of diabetes, for which benefits are provided in the Policy. Prescribed and non-prescribed outpatient supplies. This does not apply to diabetic supplies and inhaler spacers specifically stated as covered.