

**Participating Sponsor/Group:  
California Polytechnic San  
Luis Obispo State University**

OPEN ACCESS PLUS MEDICAL  
BENEFITS  
PRESCRIPTION DRUG BENEFITS

**EFFECTIVE DATE: September 8, 2024**

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This document printed in May, 2024 takes the place of any documents previously issued to you which described your benefits.  
Printed in U.S.A.

These materials are being made available electronically for your convenience. Cigna has provided the final documents to your group. Care should be taken to ensure you are reviewing the most complete, accurate and up to date version. Any questions regarding content may be directed to your group or Cigna.



# Table of Contents

<b>Certification .....</b>	<b>4</b>
<b>Special Plan Provisions .....</b>	<b>6</b>
<b>How To File Your Claim .....</b>	<b>7</b>
<b>Eligibility - Effective Date .....</b>	<b>7</b>
Member Insurance .....	7
Waiting Period .....	7
Dependent Insurance.....	7
<b>Important Information About Your Medical Plan.....</b>	<b>8</b>
<b>Open Access Plus Medical Benefits .....</b>	<b>8</b>
The Schedule.....	8
Certification Requirements – U.S. Out-of-Network .....	34
Prior Authorization/Pre-Authorized U.S. ....	34
Covered Expenses.....	34
<b>Prescription Drug Benefits Inside the United States .....</b>	<b>46</b>
The Schedule.....	46
<b>Covered Expenses</b> .....	<b>48</b>
<b>Limitations</b> .....	<b>48</b>
Your Payments.....	50
Exclusions .....	50
Reimbursement/Filing a Claim .....	51
<b>Prescription Drug Benefits International .....</b>	<b>52</b>
The Schedule.....	52
<b>Exclusions, Expenses Not Covered and General Limitations .....</b>	<b>54</b>
<b>Coordination of Benefits.....</b>	<b>56</b>
<b>Expenses For Which A Third Party May Be Responsible .....</b>	<b>58</b>
<b>Payment of Benefits – Medical.....</b>	<b>59</b>
<b>Termination of Insurance.....</b>	<b>59</b>
Members .....	59
Dependents.....	60
Rescissions .....	60
<b>Medical Benefits Extension .....</b>	<b>60</b>
<b>When You Have an Appeal or Complaint.....</b>	<b>60</b>
<b>Definitions.....</b>	<b>62</b>

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**CIGNA GLOBAL INSURANCE COMPANY LIMITED**

(herein called "Cigna") certifies that it insures certain Members for the benefits provided by the following policy(s):

**POLICYHOLDER: CIGNA GLOBAL WELLBEING SOLUTIONS LIMITED**

**PARTICIPATING SPONSOR/GROUP: California Polytechnic San Luis Obispo State University**

**GROUP POLICY(S) — COVERAGE**

09838A— OPEN ACCESS PLUS MEDICAL BENEFITS  
PRESCRIPTION DRUG BENEFITS

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This certificate describes the main features of the insurance. It does not waive or alter any of the terms of the policy(s). If questions arise, the policy(s) will govern.

This certificate takes the place of any other issued to you on a prior date which described the insurance.



**Weihong Shen**  
*Financial Director*

### **Explanation of Terms**

You will find terms starting with capital letters throughout your certificate. To help you understand your benefits, most of these terms are defined in the Definitions section of your certificate.

### **The Schedule**

**The Schedule is a brief outline of your maximum benefits which may be payable under your insurance. For a full description of each benefit, refer to the appropriate section listed in the Table of Contents.**

## Special Plan Provisions

When you select a Participating Provider, the cost for medical services provided will be less than when you select a non-Participating Provider. Participating Providers include Physicians, Hospitals and Other Health Care Professionals and Other Health Care Facilities. Consult your Physician Guide for a list of Participating Providers in your area. Participating Providers are committed to providing you and your Dependents appropriate care while lowering medical costs.

### Services Available in Conjunction With Your Medical Plan

The following pages describe helpful services available in conjunction with your medical plan. You can access these services by calling the toll-free number shown on the back of your ID card.

### Case Management

Case Management is a service provided through a Review Organization, which assists individuals with treatment needs that extend beyond the acute care setting. The goal of Case Management is to ensure that patients receive appropriate care in the most effective setting possible whether at home, as an outpatient, or an inpatient in a Hospital or specialized facility. Should the need for Case Management arise, a Case Management professional will work closely with the patient, his or her family and the attending Physician to determine appropriate treatment options which will best meet the patient's needs and keep costs manageable. The Case Manager will help coordinate the treatment program and arrange for necessary resources. Case Managers are also available to answer questions and provide ongoing support for the family in times of medical crisis.

Case Managers are Registered Nurses (RNs) and other credentialed health care professionals, each trained in a clinical specialty area such as trauma, high risk pregnancy and neonates, oncology, mental health, rehabilitation or general medicine and surgery. A Case Manager trained in the appropriate clinical specialty area will be assigned to you or your Dependent. In addition, Case Managers are supported by a panel of Physician advisors who offer guidance on up-to-date treatment programs and medical technology. While the Case Manager recommends alternate treatment programs and helps coordinate needed resources, the patient's attending Physician remains responsible for the actual medical care.

- You, your dependent or an attending Physician can request Case Management services by calling the **toll-free number** shown on your ID card. In addition, the Group, a claim office or a utilization review program (see the Pre-Admission Certification (PAC)/Continued Stay Review

(CSR) section of your certificate) may refer an individual for Case Management.

- The Review Organization assesses each case to determine whether Case Management is appropriate.
- You or your Dependent are contacted by an assigned Case Manager who explains in detail how the program works. Participation in the program is voluntary - no penalty or benefit reduction is imposed if you do not wish to participate in Case Management.
- Following an initial assessment, the Case Manager works with you, your family and Physician to determine the needs of the patient and to identify what alternate treatment programs are available (for example, in-home medical care in lieu of an extended Hospital convalescence). You are not penalized if the alternate treatment program is not followed.
- The Case Manager arranges for alternate treatment services and supplies, as needed (for example, nursing services or a Hospital bed and other Durable Medical Equipment for the home).
- The Case Manager also acts as a liaison between the insurer, the patient, his or her family and Physician as needed (for example, by helping you to understand a complex medical diagnosis or treatment plan).
- Once the alternate treatment program is in place, the Case Manager continues to manage the case to ensure the treatment program remains appropriate to the patient's needs.

While participation in Case Management is strictly voluntary, Case Management professionals can offer quality, cost-effective treatment alternatives, as well as provide assistance in obtaining needed medical resources and ongoing family support in a time of need.

### Additional Programs

We may, from time to time, offer or arrange for various entities to offer discounts, benefits, or other consideration to our members for the purpose of promoting the general health and well-being of our members. We may also arrange for the reimbursement of all or a portion of the cost of services provided by other parties to the Group. Contact us for details regarding any such arrangements.

## Important Information

### Direct Access to Obstetricians and Gynecologists

You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including

obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.cignaenvoy.com](http://www.cignaenvoy.com) or contact customer service at the phone number listed on the back of your ID card.

#### **Notice Regarding Provider Directory**

You may obtain a listing of Participating Providers who participate in Cigna's dental network without charge by visiting [www.cignaenvoy.com](http://www.cignaenvoy.com) or by calling the toll-free telephone number on your ID card.

### **How To File Your Claim**

There's no paperwork for U.S. In-Network care. Just show your identification card and pay your share of the cost, if any; your provider will submit a claim to Cigna for reimbursement. U.S. Out-of-Network and International claims can be submitted by the provider if the provider is able and willing to file on your behalf. If the provider is not submitting on your behalf, you must send your completed claim form and itemized bills to the claims address listed on the claim form.

You may get the required claim form at [www.cignaenvoy.com](http://www.cignaenvoy.com).

#### **CLAIM REMINDERS**

- BE SURE TO USE YOUR ID AND ACCOUNT NUMBER WHEN YOU FILE CIGNA'S CLAIM FORMS, OR WHEN YOU CALL THE CIGNA SERVICE CENTER.
- YOUR ACCOUNT/GROUP NUMBER IS SHOWN ON YOUR BENEFIT IDENTIFICATION CARD.
- BE SURE TO FOLLOW THE INSTRUCTIONS LISTED ON THE CLAIM FORM CAREFULLY WHEN SUBMITTING A CLAIM TO CIGNA.

#### **Timely Filing of U.S. Out-of-Network & International Claims**

Cigna will consider claims for coverage under our plans when proof of loss (a claim) is submitted within one year (365 days) for U.S. Out-of-Network and International benefits after services are rendered. If services are rendered on consecutive days, such as for a Hospital Confinement, the limit will be counted from the last date of service. If claims are not submitted within one year for U.S. Out-of-Network and International benefits, the claim will not be considered valid and will be denied.

**WARNING:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information; or conceals for the purpose of

misleading, information concerning any material fact thereto, commits a fraudulent insurance act.

### **Eligibility - Effective Date**

#### **Member Insurance**

This plan is offered to you as a Member.

#### **Eligibility for Member Insurance**

You will become eligible for insurance on the day you complete the waiting period if:

- you are in a Class of Eligible Members; and
- you are an eligible Member as determined by the group; and
- you're traveling outside your country of residence for study abroad program

#### **Waiting Period**

A period of time as determined by the group

#### **Classes of Eligible Members**

The following Classes of Members are eligible for this insurance:

- Students: each member identified as a student by the Participating Group.

Each Members as reported by your Participating Group.

Persons for whom coverage is prohibited under applicable law will not be considered eligible under this plan.

#### **Eligibility for Dependent Insurance**

You will become eligible for Dependent insurance on the later of:

- the day you become eligible for yourself; or
- the day you acquire your first Dependent.

#### **Effective Date of Member Insurance**

Your coverage will be effective when you meet the Eligibility requirements for Member Insurance above.

### **Dependent Insurance**

For your Dependents to be insured, you will have to pay the required contribution, if any, toward the cost of Dependent Insurance.

#### **Effective Date of Dependent Insurance**

Insurance for your Dependents will become effective on the date you elect it by signing an approved payroll deduction form (if required), but no earlier than the day you become

eligible for Dependent Insurance. All of your Dependents as defined will be included.

Your Dependents will be insured only if you are insured.

#### **Late Entrant – Dependent**

You are a Late Entrant for Dependent Insurance if:

- you elect that insurance more than 30 days after you become eligible for it; or
- you again elect it after you cancel your payroll deduction (if required).

A Dependent spouse or minor child enrolled within 30 days following a court order of such coverage will not be considered a Late Entrant.

#### **Exception for Newborns**

Any Dependent child born while you are insured will become insured on the date of his birth if you elect Dependent Insurance no later than 31 days after his birth. If you do not elect to insure your newborn child within such 31 days, coverage for that child will end on the 31st day. No benefits for expenses incurred beyond the 31st day will be payable.

## **Important Information About Your Medical Plan**

Details of your medical benefits are described on the following pages.

## **Opportunity to Select a Primary Care Physician**

### Choice of Primary Care Physician:

This medical plan does not require that you select a Primary Care Physician or obtain a referral from a Primary Care Physician in order to receive all benefits available to you under this medical plan. Notwithstanding, a Primary Care Physician may serve an important role in meeting your health care needs by providing or arranging for medical care for you and your Dependents. For this reason, we encourage the use of Primary Care Physicians and provide you with the opportunity to select a Primary Care Physician from a list provided by Cigna for yourself and your Dependents. If you choose to select a Primary Care Physician, the Primary Care Physician you select for yourself may be different from the Primary Care Physician you select for each of your Dependents.

### Changing Primary Care Physicians:

You may request a transfer from one Primary Care Physician to another by contacting us at the member services number on your ID card. Any such transfer will be effective on the first day of the month following the month in which the processing of the change request is completed.

In addition, if at any time a Primary Care Physician ceases to be a Participating Provider, you or your Dependent will be notified for the purpose of selecting a new Primary Care Physician, if you choose.

## **Open Access Plus Medical Benefits**

### **The Schedule**

#### **For You and Your Dependents**

Open Access Plus Medical Benefits provide coverage for care in the United States (In & Out-of-Network) and International. To receive, Open Access Plus Medical Benefits, you and your Dependents may be required to pay a portion of the Covered Expenses for services and supplies. That portion is the Deductible, Copayment or Coinsurance, if any.

If you are unable to locate an In-Network Provider in your area who can provide you with a service or supply that is covered under this plan, you must call the number on the back of your ID card to obtain authorization for Out-of-Network Provider coverage. If you obtain authorization for services provided by an Out-of-Network Provider, benefits for those services will be covered at the In-Network benefit level.

#### **Coinsurance**

The term Coinsurance means the percentage of charges for Covered Expenses that an insured person is required to pay under the plan in addition to the Deductible, if any.

#### **Copayments/Deductibles**



## Open Access Plus Medical Benefits

### The Schedule

Copayments are expenses to be paid by you or your Dependent for covered services. Deductibles are also expenses to be paid by you or your Dependent. Deductible amounts are separate from and not reduced by Copayments. Copayments and Deductibles are in addition to any Coinsurance. Once the Deductible maximum in The Schedule has been reached, you need not satisfy any further medical deductible for the rest of that plan year.

#### Out-of-Pocket Expenses

Out-of-Pocket Expenses are Covered Expenses incurred for charges that are not paid by the benefit plan. The following Expenses contribute to the Out-of-Pocket Maximum, and when the Out-of-Pocket Maximum shown in The Schedule is reached, they are payable by the benefit plan at 100% for the rest of that plan year:

- Coinsurance, if any
- Plan Deductible.
- Copayments.
- U.S. In Network Prescription Drug copayments and Coinsurance.

And Once the Out-of-Pocket Maximum is reached for covered services that apply to the Out-of-Pocket Maximum, any copayments and/or benefit deductibles are no longer required.

The following Out-of-Pocket Expenses and charges do not contribute to the Out-of-Pocket Maximum, and they are not payable by the benefit plan at 100% when the Out-of-Pocket Maximum shown in The Schedule is reached:

- Non-compliance penalties.
- Provider charges in excess of the Maximum Reimbursable Charge.

#### Accumulation of Plan Deductibles and Out-of-Pocket Maximums

Deductibles and Out-of-Pocket Maximums will cross-accumulate between U.S. In-Network, U.S. Out-of-Network and International. All other plan maximums and service-specific maximums (dollar and occurrence) will also cross-accumulate between In-Network, Out-of-Network and International unless otherwise noted.

#### Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

#### Assistant Surgeon and Co-Surgeon Charges

##### Assistant Surgeon

The maximum amount payable will be limited to charges made by an assistant surgeon that do not exceed a percentage of the surgeon's allowable charge as specified in Cigna Reimbursement Policies. (For purposes of this limitation, allowable charge means the amount payable to the surgeon prior to any reductions due to coinsurance or deductible amounts.)

##### Co-Surgeon

The maximum amount payable for charges made by co-surgeons will be limited to the amount specified in Cigna Reimbursement Policies.

Open Access Plus Medical Benefits

The Schedule

U.S. Out-of-Network Emergency Services Charges

- 1. Emergency Services are covered at the U.S. In-Network cost-sharing level if services are received from a non-participating (U.S. Out-of-Network) provider.
- 2. The allowable amount used to determine the Plan’s benefit payment for covered Emergency Services rendered in a U.S. Out-of-Network Hospital, or by a U.S. Out-of-Network provider in a U.S. In-Network Hospital, is the amount agreed to by the U.S. Out-of-Network and Cigna, or if no amount is agreed to, the greater of the following: (i) the median amount negotiated with U.S. In-Network providers for the Emergency Service, excluding any U.S. In-Network copay or coinsurance; (ii) the Maximum Reimbursable Charge; or (iii) the amount payable under the Medicare program, not to exceed the provider’s billed charges.

The member is responsible for applicable U.S. In-Network cost-sharing amounts (any deductible, copay or coinsurance). The member is also responsible for all charges that may be made in excess of the allowable amount. If the U.S. Out-of-Network provider bills you for an amount higher than the amount you owe as indicated on the Explanation of Benefits (EOB), contact Cigna Customer Service at the phone number on your ID card.

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<b>Lifetime Maximum</b>	Unlimited		
<b>The Percentage of Covered Expenses the Plan Pays</b>	100%	70% of the Maximum Reimbursable Charge; see below	100% of the Maximum Reimbursable Charge; see below
<p><b>Maximum Reimbursable Charge Services in the United States</b></p> <p>Maximum Reimbursable Charge is determined based on the lesser of the provider's normal charge for a similar service or supply; the amount agreed to by the Out-of-Network provider and Cigna, or</p> <ul style="list-style-type: none"> <li>• A percentage fee of a schedule Cigna has developed that is based upon a methodology similar to a methodology utilized by Medicare to determine the allowable reimbursement for the same or similar services within the geographic market. In some cases, a Medicare based schedule will not be used and the Maximum Reimbursable Charge for covered services is determined based on the lesser of:</li> <li>• the provider's normal charge for a similar service or supply; or</li> <li>• the 80th percentile of charges made by providers of such service or supply in the geographic area where it is received as compiled in a database selected by Cigna. If sufficient charge data is unavailable in the database for that geographic area to determine the Maximum</li> </ul>	Not Applicable	150%	Not Applicable

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
Reimbursable Charge, then data in the database for similar services may be used.			
<b>Maximum Reimbursable Charge Services in the United States (Continued)</b> <b>Note:</b> The provider may bill you for the difference between the provider's normal charge and the Maximum Reimbursable Charge, in addition to applicable deductibles, copayments and coinsurance.			
<b>Maximum Reimbursable Charge Services Outside the United States</b> Maximum Reimbursable Charge for services outside the United States is determined based on the lesser of: <ul style="list-style-type: none"> <li>the charges contracted or otherwise agreed between the provider and Cigna; or</li> <li>the charge that a provider most often charges patients for the service or procedure; or</li> <li>the customary charge for the service or procedure as determined by Cigna based upon the range of charges made for the service or procedure by most providers in the general geographic area where the service is rendered or the procedure performed.</li> </ul> Cigna is not obligated to	Not Applicable	Not Applicable	100%

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
pay excessive charges. <b>Note:</b> The provider may bill you for the difference between the provider's normal charge and the Maximum Reimbursable Charge, in addition to applicable deductibles, copayment and Coinsurance.			
<b>Contract Year Deductible</b>  Individual Family  <b>Family Calculation</b> <b>Individual Calculation</b>  Family members meet only their individual deductible and then their claims will be covered under the plan coinsurance; if the family deductible has been met prior to their individual deductible being met, their claims will be paid at the plan coinsurance.	\$150 per person \$300 per family	\$150 per person \$300 per family	\$150 per person \$300 per family

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<b>Combined Medical/Pharmacy Contract Year Deductible</b>	No	Yes	Yes
<b>Contract Year Out-of-Pocket Maximum</b> Individual Family Maximum  <b>Family Maximum Calculation</b> <b>Individual Calculation:</b>  Family members meet only their individual Out-of-Pocket and then their claims will be covered at 100%; if the family Out-of-Pocket has been met prior to their individual Out-of-Pocket being met, their claims will be paid at 100%.	\$5,000 per person \$10,000 per family	\$5,000 per person \$10,000 per family	\$5,000 per person \$10,000 per family
<b>Combined Medical/Pharmacy Out-of-Pocket Maximum</b> Combined Medical/Pharmacy Out-of-Pocket: includes retail and home delivery prescription drugs	Yes	Yes	Yes
<b>Physician's Services</b> Physician's Office visit  Surgery Performed In the	\$10 per office visit copay  \$10 per office visit copay	Plan Deductible, then 70% of the Maximum Reimbursable Charge Plan Deductible, then 70%	Plan Deductible, then 100%  Plan Deductible, then 100%

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
Physician's Office		of the Maximum Reimbursable Charge	
Second Opinion Consultations (provided on a voluntary basis)	\$10 per office visit copay	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Allergy Treatment	\$10 per office visit copay	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Student Health Center</b>	100%	100% of the Maximum Reimbursable Charge	100%
<b>Preventive Care</b> Routine Preventive Care – birth through age 2 Physician Office Visit  Contract Year Maximum: Unlimited Routine Preventive Care – ages 3 and over Physician Office Visit  Contract Year Maximum: Unlimited Immunizations – birth through age 17  Contract Year Maximum: Unlimited Immunizations – age 18 and over  Contract Year Maximum: Unlimited <b>Travel Immunizations</b>	100% not subject to plan deductible     100% not subject to plan deductible   100% not subject to plan deductible   100% not subject to plan deductible   100% not subject to plan deductible	Plan Deductible, then 70% of the Maximum Reimbursable Charge     Plan Deductible, then 70% of the Maximum Reimbursable Charge   Plan Deductible, then 70% of the Maximum Reimbursable Charge   Plan Deductible, then 70% of the Maximum Reimbursable Charge	100% not subject to plan deductible     100% not subject to plan deductible   100% not subject to plan deductible   100% not subject to plan deductible
<b>Mammograms, PSA, PAP Smear and Colorectal Cancer Screenings</b>  Preventive Care Related Services (i.e. "routine")	100% not subject to plan deductible	Plan Deductible, then 70% of the Maximum	100% not subject to plan deductible

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
services) Diagnostic Related Services (i.e. “non-routine” services)	Plan Deductible, then 100%	Reimbursable Charge Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Inpatient Hospital - Facility Services</b>	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Semi-Private Room and Board Private Room	Limited to the semi-private room negotiated rate Limited to the semi-private room negotiated rate	Limited to the semi-private room rate Limited to the semi-private room rate	Limited to the semi-private room rate Limited to the semi-private room rate (Private Room covered outside the United States only if no semi-private room equivalent is available)
Special Care Units (ICU/CCU)	Limited to the negotiated rate	Limited to the ICU/CCU daily room rate	Limited to the ICU/CCU daily room rate
<b>Outpatient Facility Services</b>	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Operating Room, Recovery Room, Procedures Room, Treatment Room and Observation Room			
<b>Inpatient Hospital Physician’s Visits/Consultations</b>	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%



BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<b>Inpatient Hospital Professional Services</b>			
Surgeon	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Radiologist	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Pathologist	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Anesthesiologist	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Outpatient Professional Services</b>			
Surgeon	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Radiologist	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Pathologist	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Anesthesiologist	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Emergency Services and Urgent Care</b>			
<b>Urgent Care Services</b>			
Urgent Care Facility	Plan Deductible, then 100%	Plan Deductible, then 70%	Plan Deductible, then 100%

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
Includes Outpatient Professional Services X-ray and/or Lab performed at the Urgent Care Facility (billed by the facility as part of the UC visit) Services billed as Emergency Services by an Urgent Care provider will be payable at the In-Network level.  Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans, and PET Scans etc.)	Plan Deductible, then 100%	of the Maximum Reimbursable Charge  Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Emergency Services</b> Hospital Emergency Room  ER Physician  Outpatient Professional services (radiology and pathology) X-ray and/or Lab performed at the Emergency Room (billed by the facility as part of the ER visit) Independent x-ray and/or Lab Facility in conjunction with an ER visit Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans, and PET Scans etc.)	\$150 Copay per visit  100% not subject to plan deductible Plan Deductible, then 100%  100% not subject to plan deductible  Plan Deductible, then 100%  100% not subject to plan deductible	\$150 Copay per visit  100% not subject to plan deductible Plan Deductible, then 100%  100% not subject to plan deductible  Plan Deductible, then 100%  100% not subject to plan deductible	Plan Deductible, then 100%  Plan Deductible, then 100% Plan Deductible, then 100%  Plan Deductible, then 100% Plan Deductible, then 100% Plan Deductible, then 100%
<b>Air Ambulance</b>	Plan Deductible, then 100%	Plan Deductible, then 100%	Plan Deductible, then 100%
<b>Ambulance</b>	Plan Deductible, then 100%	Plan Deductible, then 100% of the Maximum Reimbursable Charge	Plan Deductible, then 100%

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<b>Inpatient Services at Other Health Care Facilities</b> Includes Skilled Nursing Facility, Rehabilitation Hospital and Sub-Acute Facilities Contract Year Maximum: 120 days combined	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Laboratory Services</b> Physician's Office Visit	100% not subject to plan deductible	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Inpatient Facility	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Outpatient Facility	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Laboratory Services at an Independent Lab Facility	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Radiology Services</b> Physician Office Visit	100% not subject to plan deductible	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Outpatient Facility	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans and PET Scans)</b>			

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
Physician's Office Visit	100% not subject to plan deductible	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Inpatient Facility	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Outpatient Facility	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Independent X-ray Facility	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Outpatient Therapy Services</b>			
Physician Office Visit	\$10 per office visit copay	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Outpatient Hospital Facility	\$10 per office visit copay	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Contract Year Maximum: Unlimited days for all therapies combined			
Includes: Cardiac Rehab Physical Therapy Speech Therapy Occupational Therapy Pulmonary Rehab Cognitive Therapy			
<b>Chiropractic Care</b>			
Physician's Office Visit	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Contract Year Maximum: 20 days			
<b>Home Health Care</b>	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum	Plan Deductible, then 100%

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
Contract Year Maximum: 120 days (includes outpatient private nursing when approved as medically necessary)		Reimbursable Charge	
<b>Hospice</b>			
Inpatient Facility	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Outpatient Services (same coinsurance level as Home Health Care)	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Bereavement Counseling</b>			
Services provided as part of Hospice Care			
Inpatient	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Outpatient	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Services provided by Mental Health Professional	Covered under Mental Health Benefit	Covered under Mental Health Benefit	Covered under Mental Health Benefit

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<b>Gene Therapy</b> Includes prior authorized gene therapy products and services directly related to their administration, when Medically Necessary. Gene Therapy is only covered in the United States when received at a provider contracted with Cigna for the specific gene therapy product and related services.			
Gene Therapy Product	Covered the same as Medical Pharmaceuticals	In-Network Coverage Only	Covered the same as Medical Pharmaceuticals
Inpatient Facility	Plan Deductible, then 100%	In-Network Coverage Only	Plan Deductible, then 100%
Outpatient Facility	Plan Deductible, then 100%	In-Network Coverage Only	Plan Deductible, then 100%
Travel Maximum \$10,000 per episode of gene therapy	100% (available only for travel when prior authorized to receive gene therapy at a participating In-Network facility specifically contracted with Cigna to provide the specific gene therapy)	In-Network Coverage Only	In-Network Coverage Only
<b>Advanced Cellular Therapy</b> Includes prior authorized advanced cellular therapy products and related services when Medically Necessary. Advanced cellular therapy is only covered in the United States when received at a provider contracted with Cigna for the specific advanced cellular therapy product and related services.			
Advanced Cellular Therapy Product	Covered same as Medical Pharmaceuticals	In-Network Coverage Only	Covered same as Medical Pharmaceuticals
Inpatient Facility	Plan Deductible, then 100%	In-Network Coverage Only	Plan Deductible, then 100%
Outpatient Facility	Plan Deductible, then 100%	In-Network Coverage Only	Plan Deductible, then 100%
Advanced Cellular Therapy Travel Maximum: \$10,000 per episode of advanced cellular therapy	Plan Deductible, then 100%	In-Network Coverage Only	In-Network Coverage Only
(Available only for travel when prior authorized to receive advanced cellular therapy from a provider located more than 60 miles of your primary residence and is contracted with Cigna for the specific advanced cellular therapy product and related services.)			
<b>Maternity Care Services</b> Initial Visit to Confirm			

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<p>Pregnancy</p> <p>Physician Office Visit</p> <p>All subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges (i.e. global maternity fee)</p> <p>Physician's Office Visits in addition to the global maternity fee when performed by an OB/GYN or Specialist</p> <p>Delivery - Facility</p> <p>Inpatient Facility</p> <p>Birthing Center</p>	<p>\$10 per office visit copay</p> <p>Plan Deductible, then 100%</p> <p>\$10 per office visit copay</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p>	<p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p>	<p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p>
<p><b>Abortion</b></p> <p>Includes elective and non-elective procedures</p> <p>Physician's Office Visit</p> <p>Inpatient Facility</p> <p>Outpatient Facility</p>	<p>\$10 per office visit copay</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p>	<p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p>	<p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p>
<p><b>Women's Family Planning Services</b></p> <p>Office Visits and Counseling</p> <p>Lab and Radiology Tests</p>	<p>100% not subject to plan deductible</p> <p>100% not subject to plan deductible</p>	<p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum</p>	<p>100% not subject to plan deductible</p> <p>100% not subject to plan deductible</p>

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<p><b>Note:</b> Includes coverage for contraceptive devices (e.g., Depo-Provera and Intrauterine Devices (IUDs) as ordered or prescribed by a physician. Diaphragms also are covered when services are provided in the physician's office.</p> <p>Surgical Sterilization Procedures for Tubal Ligation (excludes reversals)</p> <p>Physician's Office Visit</p> <p>Inpatient Facility</p> <p>Outpatient Facility</p>	<p>100% not subject to plan deductible</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p>	<p>Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p>	<p>100% not subject to plan deductible</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p>
<p><b>Men's Family Planning Services</b></p> <p>Office Visits and Counseling</p> <p>Lab and Radiology Tests</p> <p>Surgical Sterilization Procedures for Vasectomy</p>	<p>\$10 per office visit copay</p> <p>Plan Deductible, then 100%</p>	<p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p>	<p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p>



BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
(excludes reversals) Physician's Office Visit	\$10 per office visit copay	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Inpatient Facility	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
Outpatient Facility	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Infertility Treatment</b> Services Not Covered include: <ul style="list-style-type: none"> <li>• Testing performed specifically to determine the cause of infertility.</li> <li>• Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition).</li> <li>• Artificial means of becoming pregnant (e.g. Artificial Insemination, In-vitro, GIFT, ZIFT, etc).</li> </ul> <b>Note:</b> Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.	Not Covered	Not Covered	Not Covered
<b>Transplant Services and Related Specialty Care</b> Includes all medically appropriate, non-experimental transplants			

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
Physician's Office Visit	\$10 per office visit copay	In-Network Coverage Only	Plan Deductible, then 100%
Inpatient Facility	Plan Deductible, then 100%	In-Network Coverage Only	Plan Deductible, then 100%
Travel Maximum: \$10,000 per transplant	No Charge (only available when using LifeSOURCE facility)	In-Network Coverage Only	In-Network Coverage Only
<b>Durable Medical Equipment</b> Contract Year Maximum: Unlimited	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>External Prosthetic Appliances</b> Contract Year Maximum: Unlimited	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Hearing Exam</b> Includes hearing exams, diagnosis, testing and fitting of hearing aid devices One examination per 24 month period	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Hearing Aid Maximum</b> Up to \$1,000 per hearing aid unit necessary for each hearing impaired ear every 2 years	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Insulin Pumps</b> Contract Year Maximum: Unlimited	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Blood Glucose Meters</b> Contract Year Maximum: Unlimited	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Diabetic Supplies</b>	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Wigs (for hair loss due to alopecia areata)</b> Contract Year Maximum: \$500	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<b>Nutritional Evaluation</b> Contract Year Maximum: 3 visits per person however, the 3 visit limit will not apply to treatment of diabetes.  Physician's Office Visit  Inpatient Facility  Outpatient Facility	    \$10 per office visit copay  Plan Deductible, then 100%  Plan Deductible, then 100%	    Plan Deductible, then 70% of the Maximum Reimbursable Charge  Plan Deductible, then 70% of the Maximum Reimbursable Charge  Plan Deductible, then 70% of the Maximum Reimbursable Charge	    Plan Deductible, then 100%  Plan Deductible, then 100%  Plan Deductible, then 100%
<b>Nutritional Formulas</b> Unlimited	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<b>Genetic Counseling</b> Contract Year Maximum: 3 visits per person for Genetic Counseling for both pre- and post-genetic testing  Physician's Office Visit   Inpatient Facility  Outpatient Facility	   \$10 per office visit copay   Plan Deductible, then 100%  Plan Deductible, then 100%	   Plan Deductible, then 70% of the Maximum Reimbursable Charge  Plan Deductible, then 70% of the Maximum Reimbursable Charge  Plan Deductible, then 70% of the Maximum Reimbursable Charge	   Plan Deductible, then 100%  Plan Deductible, then 100%  Plan Deductible, then 100%
<b>Dental Care</b> Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound, natural teeth. Contract Year Maximum: \$2,000  Physician's Office Visit   Inpatient Facility  Outpatient Facility	   \$10 per office visit copay   Plan Deductible, then 100%  Plan Deductible, then 100%	   Plan Deductible, then 70% of the Maximum Reimbursable Charge  Plan Deductible, then 70% of the Maximum Reimbursable Charge  Plan Deductible, then 70% of the Maximum Reimbursable Charge	   Plan Deductible, then 100%  Plan Deductible, then 100%  Plan Deductible, then 100%
<b>TMJ Surgical and Non-surgical</b>  Always includes appliances and excludes orthodontic treatment. Subject to medical necessity.			

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
Lifetime Maximum (includes office visits, surgery, x-rays/advanced radiological imaging and appliances): \$1,000			
<b>TMJ Treatment</b> Contract Year Maximum: \$1,000 Physician's office visit  Radiology  Surgery  Appliance	\$10 per office visit copay  Plan Deductible, then 100%  Plan Deductible, then 100%  Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge  Plan Deductible, then 70% of the Maximum Reimbursable Charge  Plan Deductible, then 70% of the Maximum Reimbursable Charge  Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%  Plan Deductible, then 100%  Plan Deductible, then 100%  Plan Deductible, then 100%
<b>Obesity/Bariatric Surgery</b> <b>Note:</b> Coverage is provided subject to medical necessity and clinical guidelines subject to any limitations			

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<p>shown in the “Exclusions, Expenses Not Covered and General Limitations” section of this certificate. Contact Cigna prior to incurring such costs.</p> <p>Physician’s Office Visit</p> <p>Inpatient Facility</p> <p>Outpatient Facility</p> <p>Lifetime Maximum: \$10,000 - Applies to surgical procedure</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>Includes charges for surgeon only; does not include radiologist, anesthesiologist, etc.</li> <li>Only surgical services accumulate to the maximum.</li> </ul>	<p>\$10 per office visit copay</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p>	<p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p> <p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p>	<p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p> <p>Plan Deductible, then 100%</p>
<p><b>Acupuncture</b></p> <p>Medically Necessary treatment of pain or disease by acupuncture provided on an outpatient basis.</p> <p>Contract Year Maximum: 20 Visits</p>	<p>\$10 per office visit copay</p>	<p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p>	<p>Plan Deductible, then 100%</p>
<p><b>Chiroprapist</b></p> <p>Contract Year Maximum:</p>	<p>\$10 per office visit copay</p>	<p>Plan Deductible, then 70% of the Maximum Reimbursable Charge</p>	<p>Plan Deductible, then 100%</p>

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
Unlimited			
<b>Alternative Therapies and Non-traditional Medical Services (Outside the United States)</b> Herbalist, Massage Therapist, Naturopath,  Contract Year Maximum: \$1,000	Not covered	Not covered	Plan Deductible, then 100%
<b>Routine Foot Disorders</b> Not covered except for services associated with foot care for diabetes and peripheral vascular disease when Medically Necessary.			
<b>Treatment Resulting From Life Threatening Emergencies</b> Medical treatment required as a result of an emergency, such as a suicide attempt, will be considered a medical expense until the medical condition is stabilized. Once the medical condition is stabilized, whether the treatment will be characterized as either a medical expense or a mental health/substance use disorder expense will be determined by the utilization review Physician in accordance with the applicable mixed services claim guidelines.			

BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
<b>Mental Health</b>  <b>Inpatient</b> Includes Acute Inpatient and Residential Treatment Contract Year Maximum: Unlimited  <b>Outpatient – Office Visits</b> Includes Individual, Family and Group Psychotherapy; Medication Management Contract Year Maximum: Unlimited  <b>Outpatient – All Other Services</b> Includes Partial Hospitalization, Intensive Outpatient Services Contract Year Maximum: Unlimited	Plan Deductible, then 100%   \$10 per office visit copay   Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge   Plan Deductible, then 70% of the Maximum Reimbursable Charge   Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%   Plan Deductible, then 100%   Plan Deductible, then 100%
<b>Substance Use Disorder Inpatient</b>	Plan Deductible, then 100%	Plan Deductible, then 70%	Plan Deductible, then 100%



BENEFIT HIGHLIGHTS	IN-NETWORK United States	OUT-OF-NETWORK United States	INTERNATIONAL Outside the United States
Includes Acute Inpatient Detoxification, Acute Inpatient Rehabilitation and Residential Treatment Contract Year Maximum: Unlimited		of the Maximum Reimbursable Charge	
<b>Outpatient – Office Visits</b> Includes Individual, Family and Group Psychotherapy; Medication Management Contract Year Maximum: Unlimited	\$10 per office visit copay	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%
<b>Outpatient – All Other Services</b> Includes Partial Hospitalization, Intensive Outpatient Services Contract Year Maximum: Unlimited	Plan Deductible, then 100%	Plan Deductible, then 70% of the Maximum Reimbursable Charge	Plan Deductible, then 100%

## Open Access Plus Medical Benefits

### Certification Requirements – U.S. Out-of-Network

#### For You and Your Dependents

##### Pre-Admission Certification/Continued Stay Review for Hospital Confinement

Pre-Admission Certification (PAC) and Continued Stay Review (CSR) refer to the process used to certify the Medical Necessity and length of a Hospital Confinement when you or your Dependent require treatment in a Hospital:

as a registered bed patient, except for 48/96 hour maternity stays;

- for Mental Health or Substance Use Disorder Residential Treatment Services.

You or your Dependent should request PAC prior to any non-emergency treatment in a Hospital described above. In the case of an emergency admission, you should contact the Review Organization within 48 hours after the admission. For an admission due to pregnancy, you should call the Review Organization by the end of the third month of pregnancy. CSR should be requested, prior to the end of the certified length of stay, for continued Hospital Confinement.

Covered Expenses incurred for which benefits would otherwise be payable under this plan for the charges listed below will not include:

- any Hospital charges for treatment listed above for which PAC was requested, but which was not certified as Medically Necessary.

PAC and CSR are performed through a utilization review program by a Review Organization with which Cigna has contracted.

In any case, those expenses incurred for which payment is excluded by the terms set forth above will not be considered as expenses incurred for the purpose of any other part of this plan, except for the "Coordination of Benefits" section.

### Outpatient Certification Requirements – U.S. Out-of-Network

Outpatient Certification refers to the process used to certify the Medical Necessity of outpatient diagnostic testing and outpatient procedures, including, but not limited to, those listed in this section when performed as an outpatient in a Free-standing Surgical Facility, Other Health Care Facility or a Physician's office. You or your Dependent should call the toll-free number on the back of your I.D. card to determine if Outpatient Certification is required prior to any outpatient diagnostic testing or procedures. Outpatient Certification is

performed through a utilization review program by a Review Organization with which Cigna has contracted. Outpatient Certification should only be requested for nonemergency procedures or services, and should be requested by you or your Dependent at least four working days (Monday through Friday) prior to having the procedure performed or the service rendered.

Covered Expenses incurred will not include expenses incurred for charges made for outpatient diagnostic testing or procedures for which Outpatient Certification was performed, but, which was not certified as Medically Necessary.

In any case, those expenses incurred for which payment is excluded by the terms set forth above will not be considered as expenses incurred for the purpose of any other part of this plan, except for the "Coordination of Benefits" section.

#### Outpatient Diagnostic Testing and Outpatient Procedures

Including, but not limited to:

- Advanced radiological imaging – CT Scans, MRI, MRA or PET scans.
- Home health care services.
- Medical Pharmaceuticals.
- Radiation Therapy.

### Prior Authorization/Pre-Authorized U.S.

The term Prior Authorization means the approval that a Participating Provider must receive from the Review Organization, prior to services being rendered, in order for certain services and benefits to be covered under this policy.

Services that require Prior Authorization include, but are not limited to:

inpatient Hospital services, except for 48/96 hour maternity stays;

inpatient services at any participating Other Health Care Facility;

residential treatment;

outpatient facility services;

partial hospitalization;

advanced radiological imaging;

non-emergency ambulance;

home health care services;

radiation therapy; or

transplant services.

### Covered Expenses

The term Covered Expenses means expenses incurred by a person while covered under this plan for the charges listed below for:

- preventive care services, and
- services or supplies that are Medically Necessary for the care and treatment of an Injury or a Sickness, as determined by Cigna and that are not otherwise excluded from coverage by the terms of this policy.

As determined by Cigna, Covered Expenses may also include all charges made by an entity that has directly or indirectly contracted with Cigna to arrange, through contracts with providers of services and/or supplies, for the provision of any services and/or supplies listed below.

**Any applicable Copayments, Deductibles or limits are shown in The Schedule.**

**Covered Expenses**

- charges for inpatient Room and Board and other Necessary Services and Supplies made by a Hospital, subject to the limits as shown in The Schedule.
- charges for licensed ambulance service to or from the nearest Hospital where the needed medical care and treatment can be provided.
- charges made by a Hospital, on its own behalf, for medical care and treatment received as an outpatient.
- charges made by a Free-Standing Surgical Facility, on its own behalf for medical care and treatment.

charges made on its own behalf, by an Other Health Care Facility, including a Skilled Nursing Facility, a rehabilitation Hospital or a subacute facility for medical care and treatment; except that for any day of Other Health Care Facility confinement, Covered Expenses will not include that portion of charges which are in excess of the Other Health Care Facility Daily Limit shown in The Schedule.

- charges made for Emergency Services and Urgent Care.
- charges made by a Physician or a Psychologist for professional services.

charges incurred in Delaware for School Based Health Centers (SBHCs) at the rate established by the Divisions of Medicaid and Medical Assistance, or an agreed to network participating provider rate.

- charges made by a Nurse, other than a member of your family or your Dependent's family, for professional nursing service.
- charges made for anesthetics and their administration; diagnostic x-ray and laboratory examinations; x-ray, radium, and radioactive isotope treatment; chemotherapy; blood transfusions; oxygen and other gases and their administration.
- charges made for laboratory services, radiation therapy and other diagnostic and therapeutic radiological procedures.

charges made for family planning, including medical history, physical exam, related laboratory tests, medical supervision in accordance with generally accepted medical practices, other medical services, information and counseling on contraception, implanted/injected contraceptives, after appropriate counseling, medical services connected with surgical therapies (tubal ligations, vasectomies).

charges made for U.S. FDA approved prescription contraceptive drugs and devices and for outpatient contraceptive services including consultations, exams, procedures, and medical services related to the use of contraceptives and devices.

- charges made for preventive care services;
- charges made for surgical or non-surgical treatment of Temporomandibular Joint Dysfunction (TMJ) including appliances and excluding orthodontic treatment.
- charges made for or in connection with mammograms including; a baseline mammogram for asymptomatic women at least age 35; a mammogram every one or two years for asymptomatic women ages 40-49, but no sooner than two years after a woman's baseline mammogram; an annual mammogram for women age 50 and over; and when prescribed by a Physician, a mammogram, anytime, regardless of the woman's age.
- charges made for an annual Papanicolaou laboratory screening (PAP) test.
- charges for developmental screenings at ages 9 months, 18 months and 30 months. Developmental screenings are any developmental screening tool favorably mentioned in the American Academy of Pediatrics Committee on Children with Disabilities paper on "Developmental Surveillance and Screening of Infants and Young Children" or any other program judged by the Department of Health and Social Services to be an equivalent program.
- charges for newborn screenings.
- charges for treatment of pediatric autoimmune disorders associated with streptococcal infections and pediatric acute onset neuropsychiatric syndrome, including the use of intravenous immunoglobulin therapy is required.
- charges for hearing loss screening tests of newborns and infants provided by a Hospital before discharge.
- charges for the treatment of diabetes as recommended in writing or prescribed by a Physician or Other Health Professional, including:
  - insulin pumps, blood glucose meters and diabetes self-management training;
  - alcohol pads, swabs, wipes, Glucagon/Glucagen, injection aids, insulin pump accessories, needles including pen needles, syringes, test strips, lancets, urine glucose and ketone strips; and

- insulin and pharmacological agents for controlling blood sugar.
- ambulance runs and associated basic life support (BLS) services provided by a voluntary ambulance company.
- scalp hair prostheses and wigs worn due to alopecia areata.
- colorectal cancer screening for persons 45 years of age or older or those at high risk of colon cancer because of family history of familial adenomatous polyposis; family history of hereditary non-polypoid colon cancer; chronic inflammatory bowel disease; family history of breast, ovarian, endometrial, colon cancer or polyps; or a background, ethnicity or lifestyle such that the health care provider treating the participant or beneficiary believes he or she is at elevated risk. Coverage will include screening with an annual fecal occult blood test, flexible sigmoidoscopy or colonoscopy, or in appropriate circumstances radiologic imaging or other screening modalities established by the American College of Gastroenterology, the American Cancer Society, the United States Preventive Task Force Services, for the ages, family histories and frequencies referenced in such recommendations and deemed appropriate by the attending Physician. Also included is the use of anesthetic agents, including general anesthesia, in connection with colonoscopies and endoscopies performed in accordance with generally accepted standards of medical practice and all applicable patient safety laws and regulations, if the use of such anesthetic agents is Medically Necessary in the judgment of the treating Physician.
- an annual prostate-specific antigen test (PSA).
- CA-125 necessary for monitoring subsequent to ovarian cancer treatment.
- charges for smoking cessation treatment.
- charges made for Medically Necessary treatment of pain or disease by acupuncture provided on an outpatient basis. Acupuncture services that are not covered include but are not limited to maintenance or treatment consisting of routine, long term or non-Medically Necessary care provided to prevent recurrence or to maintain the patient's current status.
- charges made for hearing aids
- charges made for routine hearing exams as shown in The Schedule.
- medical formulas and foods, low protein modified food products, consumed or administered enterally (via tube or orally) which are prescribed as Medically Necessary for the therapeutic treatment of inherited metabolic diseases, such as phenylketonuria (PKU), when administered under the direction of a Physician.
- charges made for or in connection with travel immunizations for Members and their Dependents.
- charges for treatment of autism spectrum disorder including the following care and assistive communication devices prescribed or ordered for an individual diagnosed with autism spectrum disorder by a licensed Physician or a

licensed Psychologist: behavioral health treatment; pharmacy care; psychiatric care; psychological care; therapeutic care; items and equipment necessary to provide, receive, or advance in the above listed services, including those necessary for applied behavioral analysis; and any care for individuals with autism spectrum disorders that is determined by the Secretary of the Department of Health and Social Services, based upon their review of best practices and/or evidence-based research, to be Medically Necessary.

- charges for the delivery of telehealth services by means of real time two-way audio, visual, or other telecommunications or electronic communications, including the application of secure video conferencing or store and forward transfer technology to provide or support healthcare delivery, which facilitate the assessment, diagnosis, consultation, treatment, education, care management and self-management of a patient's health care by a health care provider practicing within his or her scope of practice as would be practiced in person with a patient, and legally allowed to practice in the state or country and practicing within the health care provider's scope of practice as would be practiced in-person with a patient, while such patient is at an originating site and the health care provider is at a distant site.
  - **Distant site** means a site at which a health care provider legally allowed to practice in the state or country is located while providing health care services by means of telemedicine or telehealth.
  - **Originating site** means a site at which a patient is located at the time health care services are provided to him or her by means of telemedicine or telehealth.
  - **Store and forward transfer** means the synchronous or asynchronous transmission of a patient's medical information either to or from an originating site or to or from the provider at the distant site, but does not require the patient being present nor must it be in real time.

### Genetic Testing

Charges made for genetic testing that uses a proven testing method for the identification of genetically-linked inheritable disease. Genetic testing is covered only if:

- a person has symptoms or signs of a genetically-linked inheritable disease;
- it has been determined that a person is at risk for carrier status as supported by existing peer-reviewed, evidence-based, scientific literature for the development of a genetically-linked inheritable disease when the results will impact clinical outcome; or
- the therapeutic purpose is to identify specific genetic mutation that has been demonstrated in the existing peer-

reviewed, evidence-based, scientific literature to directly impact treatment options.

Pre-implantation genetic testing, genetic diagnosis prior to embryo transfer, is covered when either parent has an inherited disease or is a documented carrier of a genetically-linked inheritable disease.

Genetic counseling is covered if a person is undergoing approved genetic testing, or if a person has an inherited disease and is a potential candidate for genetic testing. Genetic counseling is limited to 3 visits per calendar year for both pre- and post-genetic testing.

### Nutritional Evaluation and Counseling

Charges made for nutritional evaluation and counseling when diet is a part of the medical management of a documented organic disease.

### Internal Prosthetic/Medical Appliances

Charges made for internal prosthetic/medical appliances that provide permanent or temporary internal functional supports for non-functional body parts are covered. Medically Necessary repair, maintenance or replacement of a covered appliance is also covered.

### Alternative Therapies and Non-traditional Medical Services

Charges for Alternative Therapies and Non-traditional medical services limited to the amount shown in The Schedule.

Alternative Therapies and Non-traditional medicine include services provided by an Herbalist, Naturopath, Chiroprapist, or for Massage Therapy when these services are provided for a covered condition outside the United States in accordance with customary local practice and the practitioner is operating within the scope of his/her license, and the treatment is medically necessary, cost-effective, and provided in an appropriate setting.

### Obesity Treatment

- charges made for medical and surgical services for the treatment or control of clinically severe (morbid) obesity as defined below and if the services are demonstrated, through existing peer reviewed, evidence based, scientific literature and scientifically based guidelines, to be safe and effective for the treatment or control of the condition. Clinically severe (morbid) obesity is defined by the National Heart, Lung and Blood Institute (NHLBI) as a Body Mass Index (BMI) of 40 or greater without comorbidities, or a BMI of 35-39 with comorbidities. The following items are specifically excluded:
  - medical and surgical services to alter appearances or physical changes that are the result of any medical or surgical services performed for the treatment or control of obesity or clinically severe (morbid) obesity; and

- weight loss programs or treatments, whether or not they are prescribed or recommended by a Physician or under medical supervision.

### **Orthognathic Surgery**

- orthognathic surgery to repair or correct a severe facial deformity or disfigurement that orthodontics alone cannot correct, provided:
- the deformity or disfigurement is accompanied by a documented clinically significant functional impairment, and there is a reasonable expectation that the procedure will result in meaningful functional improvement; or
- the orthognathic surgery is Medically Necessary as a result of tumor, trauma, disease or;
- the orthognathic surgery is performed prior to age 19 and is required as a result of severe congenital facial deformity or congenital condition.

Repeat or subsequent orthognathic surgeries for the same condition are covered only when the previous orthognathic surgery met the above requirements, and there is a high probability of significant additional improvement as determined by the utilization review Physician.

### **Home Health Services**

- charges made for Home Health Services when you: require skilled care; are unable to obtain the required care as an ambulatory outpatient; and do not require confinement in a Hospital or Other Health Care Facility.

Home Health Services are provided only if Cigna has determined that the home is a medically appropriate setting. If you are a minor or an adult who is dependent upon others for nonskilled care and/or custodial services (e.g., bathing, eating, toileting), Home Health Services will be provided for you only during times when there is a family member or care giver present in the home to meet your nonskilled care and/or custodial service's needs.

Home Health Services are those skilled health care services that can be provided during visits by Other Health Care Professionals. The services of a home health aide are covered when rendered in direct support of skilled health care services provided by Other Health Care Professionals. A visit is defined as a period of 2 hours or less. Home Health Services are subject to a maximum of 16 hours in total per day. Necessary consumable medical supplies and home infusion therapy administered or used by Other Health Care Professionals in providing Home Health Services are covered. Home Health Services do not include services by a person who is a member of your family or your Dependent's family or who normally resides in your house or your Dependent's house even if that person is an Other Health Care Professional. Skilled nursing services or private duty nursing services provided in the home are subject to the Home Health Services benefit terms,

conditions and benefit limitations. Physical, occupational, and other Outpatient Therapy Services provided in the home are not subject to the Home Health Services benefit limitations in the Schedule, but are subject to the benefit limitations described under Outpatient Therapy Services Maximum shown in The Schedule.

### **Hospice Care Services**

Charges for services for a person diagnosed with advanced Illness (having a life expectancy of twelve or fewer months). Services provided by a Hospice Care Program are available to those who have ceased treatment and to those continuing to receive curative treatment and therapies:

- by a Hospice Facility for Bed and Board and Services and Supplies;
- by a Hospice Facility for services provided on an outpatient basis;
- by a Physician for professional services;
- by a Psychologist, social worker, family counselor or ordained minister for individual and family counseling;
- for pain relief treatment, including drugs, medicines and medical supplies;
- by an Other Health Care Facility for:
  - part-time or intermittent nursing care by or under the supervision of a Nurse;
  - part-time or intermittent services of an Other Health Care Professional;
- physical, occupational and speech therapy;
- medical supplies; drugs and medicines lawfully dispensed only on the written prescription of a Physician; and laboratory services; but only to the extent such charges would have been payable under the policy if the person had remained or been Confined in a Hospital or Hospice Facility.

The following charges for Hospice Care Services are not included as Covered Expenses:

- for the services of a person who is a member of your family or your Dependent's family or who normally resides in your house or your Dependent's house;
- for any period when you or your Dependent is not under the care of a Physician;
- for services or supplies not listed in the Hospice Care Program;
- for any curative or life-prolonging procedures;
- to the extent that any other benefits are payable for those expenses under the policy;

- for services or supplies that are primarily to aid you or your Dependent in daily living;

#### **Mental Health and Substance Use Disorder Services**

**Mental Health Services** are services that are required to treat a disorder that impairs the behavior, emotional reaction or thought processes. In determining benefits payable, charges made for the treatment of any physiological conditions related to Mental Health will not be considered to be charges made for treatment of Mental Health.

**Substance Use Disorder** is defined as the psychological or physical dependence on alcohol or other mind-altering drugs that requires diagnosis, care, and treatment. In determining benefits payable, charges made for the treatment of any physiological conditions related to rehabilitation services for alcohol or drug abuse or addiction will not be considered to be charges made for treatment of Substance Use Disorder.

#### **Inpatient Mental Health Services**

Services that are provided by a Hospital while you or your Dependent is confined in a Hospital for the treatment and evaluation of Mental Health. Inpatient Mental Health Services include Mental Health Residential Treatment Services.

**Mental Health Residential Treatment Services** are services provided by a Hospital for the evaluation and treatment of the psychological and social functional disturbances that are a result of subacute Mental Health conditions.

Mental Health Residential Treatment Center means an institution which specializes in the treatment of psychological and social disturbances that are the result of Mental Health conditions; provides a subacute, structured, psychotherapeutic treatment program, under the supervision of Physicians; provides 24-hour care, in which a person lives in an open setting; and is licensed in accordance with the laws of the appropriate legally authorized agency as a residential treatment center.

A person is considered confined in a Mental Health Residential Treatment Center when she/he is a registered bed patient in a Mental Health Residential Treatment Center upon the recommendation of a Physician.

#### **Outpatient Mental Health Services**

Services of Providers who are qualified to treat Mental Health when treatment is provided on an outpatient basis, while you or your Dependent is not confined in a Hospital, and is provided in an individual, group or Mental Health Partial Hospitalization or Intensive Outpatient Therapy Program. Covered services include, but are not limited to, outpatient treatment of conditions such as: anxiety or depression which interfere with daily functioning; emotional adjustment or concerns related to chronic conditions, such as psychosis or depression; emotional reactions associated with marital problems or divorce; child/adolescent problems of conduct or poor impulse control; affective disorders; suicidal

or homicidal threats or acts; eating disorders; or acute exacerbation of chronic Mental Health conditions (crisis intervention and relapse prevention) and outpatient testing and assessment. Mental Health Partial Hospitalization Services are rendered not less than 4 hours and not more than 12 hours in any 24-hour period by a certified/licensed Mental Health program in accordance with the laws of the appropriate legally authorized agency.

A Mental Health Intensive Outpatient Therapy Program consists of distinct levels or phases of treatment that are provided by a certified/licensed Mental Health program in accordance with the laws of the appropriate legally authorized agency. Intensive Outpatient Therapy Programs provide a combination of individual, family and/or group therapy in a day, totaling nine or more hours in a week.

#### **Inpatient Substance Use Disorder Rehabilitation Services**

Services provided for rehabilitation, while you or your Dependent is confined in a Hospital, when required for the diagnosis and treatment of abuse or addiction to alcohol and/or drugs. Inpatient Substance Use Disorder Services include Residential Treatment services.

#### **Substance Use Disorder Residential Treatment Services**

are services provided by a Hospital for the evaluation and treatment of the psychological and social functional disturbances that are a result of subacute Substance Use Disorder conditions.

**Substance Use Disorder Residential Treatment Center** means an institution which specializes in the treatment of psychological and social disturbances that are the result of Substance Use Disorder; provides a subacute, structured, psychotherapeutic treatment program, under the supervision of Physicians; provides 24-hour care, in which a person lives in an open setting; and is licensed in accordance with the laws of the appropriate legally authorized agency as a residential treatment center.

A person is considered confined in a Substance Use Disorder Residential Treatment Center when she/he is a registered bed patient in a Substance Use Disorder Residential Treatment Center upon the recommendation of a Physician.

#### **Outpatient Substance Use Disorder Rehabilitation Services**

Services provided for the diagnosis and treatment of abuse or addiction to alcohol and/or drugs, while you or your Dependent is not confined in a Hospital, including outpatient rehabilitation in an individual, a group, or a Substance Use Disorder Partial Hospitalization or Intensive Outpatient Therapy Program. Substance Use Disorder Partial Hospitalization services are rendered not less than 4 hours and not more than 12 hours in any 24-hour period by a certified/licensed Substance Use Disorder program in accordance with the laws of the appropriate legally authorized agency.

A Substance Use Disorder Intensive Outpatient Therapy Program consists of distinct levels or phases of treatment that are provided by a certified/licensed Substance Use Disorder program in accordance with the laws of the appropriate legally authorized agency. Intensive Outpatient Therapy Programs provide a combination of individual, family and/or group therapy in a day, totaling nine, or more hours in a week.

#### **Substance Use Disorder Detoxification Services**

Detoxification and related medical ancillary services are provided when required for the diagnosis and treatment of addiction to alcohol and/or drugs. Cigna will decide, based on the Medical Necessity of each situation, whether such services will be provided in an inpatient or outpatient setting.

#### **Exclusions**

The following are specifically excluded from Mental Health and Substance Use Disorder Services:

treatment of disorders which have been diagnosed as organic mental disorders associated with permanent dysfunction of the brain.

developmental disorders, including but not limited to, developmental reading disorders, developmental arithmetic disorders, developmental language disorders or developmental articulation disorders.

counseling for activities of an educational nature.

counseling for borderline intellectual functioning.

counseling for occupational problems.

counseling related to consciousness raising.

vocational or religious counseling.

I.Q. testing.

custodial care, including but not limited to geriatric day care.

psychological testing on children requested by or for a school system.

occupational/recreational therapy programs even if combined with supportive therapy for age-related cognitive decline.

#### **Durable Medical Equipment**

- charges made for purchase or rental of Durable Medical Equipment that is ordered or prescribed by a Physician and provided by a vendor approved by Cigna for use outside a Hospital or Other Health Care Facility. Coverage for repair, replacement or duplicate equipment is provided only when required due to anatomical change and/or reasonable wear and tear. All maintenance and repairs that result from a person's misuse are the person's responsibility. Coverage for Durable Medical Equipment is limited to the lowest-cost alternative as determined by the utilization review Physician.

Durable Medical Equipment is defined as items which are designed for and able to withstand repeated use by more than

one person; customarily serve a medical purpose; generally are not useful in the absence of Injury or Sickness; are appropriate for use in the home; and are not disposable. Such equipment includes, but is not limited to, crutches, hospital beds, ventilators, insulin pumps and wheel chairs.

Durable Medical Equipment items that are not covered include but are not limited to those that are listed below:

- **Bed Related Items:** bed trays, over the bed tables, bed wedges, pillows, custom bedroom equipment, mattresses, including non-power mattresses, custom mattresses and posturepedic mattresses.
- **Bath Related Items:** bath lifts, non-portable whirlpools, bathtub rails, toilet rails, raised toilet seats, bath benches, bath stools, hand held showers, paraffin baths, bath mats, and spas.
- **Chairs, Lifts and Standing Devices:** computerized or gyroscopic mobility systems, roll about chairs, geriatric chairs, hip chairs, seat lifts (mechanical or motorized), patient lifts (mechanical or motorized – manual hydraulic lifts are covered if patient is two-person transfer), and auto tilt chairs.
- **Fixtures to Real Property:** ceiling lifts and wheelchair ramps.
- **Car/Van Modifications.**
- **Air Quality Items:** room humidifiers, vaporizers, air purifiers and electrostatic machines.
- **Blood/Injection Related Items:** blood pressure cuffs, centrifuges, nova pens and needleless injectors.
- **Other Equipment:** heat lamps, heating pads, cryounits, cryotherapy machines, electronic-controlled therapy units, ultraviolet cabinets, sheepskin pads and boots, postural drainage board, AC/DC adaptors, enuresis alarms, magnetic equipment, scales (baby and adult), stair gliders, elevators, saunas, any exercise equipment and diathermy machines.

#### **External Prosthetic Appliances and Devices**

- charges made or ordered by a Physician for: the initial purchase and fitting of external prosthetic appliances and devices available only by prescription which are necessary for the alleviation or correction of Injury, Sickness or congenital defect. Coverage for External Prosthetic Appliances is limited to the most appropriate and cost effective alternative as determined by the utilization review Physician.

External prosthetic appliances and devices shall include prostheses/prosthetic appliances and devices, orthoses and orthotic devices; braces; and splints.

#### **Prostheses/prosthetic Appliances and Devices**

Prostheses/prosthetic appliances and devices are defined as fabricated replacements for missing body parts.



Prostheses/prosthetic appliances and devices include, but are not limited to:

- basic limb prostheses;
- terminal devices such as hands or hooks; and
- speech prostheses.

### **Orthoses and Orthotic Devices**

Orthoses and orthotic devices are defined as orthopedic appliances or apparatuses used to support, align, prevent or correct deformities. Coverage is provided for custom foot orthoses and other orthoses as follows:

- Non-foot orthoses – only the following non-foot orthoses are covered:
  - rigid and semi-rigid custom fabricated orthoses;
  - semi-rigid prefabricated and flexible orthoses; and
  - rigid prefabricated orthoses including preparation, fitting and basic additions, such as bars and joints.
- Custom foot orthoses – custom foot orthoses are only covered as follows:
  - for persons with impaired peripheral sensation and/or altered peripheral circulation (e.g. diabetic neuropathy and peripheral vascular disease);
  - when the foot orthosis is an integral part of a leg brace and is necessary for the proper functioning of the brace;
  - when the foot orthosis is for use as a replacement or substitute for missing parts of the foot (e.g. amputated toes) and is necessary for the alleviation or correction of Injury, Sickness or congenital defect; and
  - for persons with neurologic or neuromuscular condition (e.g. cerebral palsy, hemiplegia, spina bifida) producing spasticity, malalignment, or pathological positioning of the foot and there is reasonable expectation of improvement.

The following are specifically excluded orthoses and orthotic devices:

- prefabricated foot orthoses;
- cranial banding and/or cranial orthoses. Other similar devices are excluded except when used postoperatively for synostotic plagiocephaly. When used for this indication, the cranial orthosis will be subject to the limitations and maximums of the External Prosthetic Appliances and Devices benefit;
- orthosis shoes, shoe additions, procedures for foot orthopedic shoes, shoe modifications and transfers;
- non-foot orthoses primarily used for cosmetic rather than functional reasons; and
- non-foot orthoses primarily for improved athletic performance or sports participation.

### **Braces**

A Brace is defined as an orthosis or orthopedic appliance that supports or holds in correct position any movable part of the body and that allows for motion of that part.

The following braces are specifically excluded: Copes scoliosis braces.

### **Splints**

A Splint is defined as an appliance for preventing movement of a joint or for the fixation of displaced or movable parts.

Coverage for replacement of external prosthetic appliances and devices is limited to the following:

- replacement due to regular wear. Replacement for damage due to abuse or misuse by the person will not be covered.
- replacement will be provided when anatomic change has rendered the external prosthetic appliance or device ineffective. Anatomic change includes significant weight gain or loss, atrophy and/or growth.
- Coverage for replacement is limited as follows:
  - no more than once every 24 months for persons 19 years of age and older;
  - no more than once every 12 months for persons 18 years of age and under; and
  - replacement due to a surgical alteration or revision of the site.

The following are specifically excluded external prosthetic appliances and devices:

- external and internal power enhancements or power controls for prosthetic limbs and terminal devices; and
- myoelectric prostheses peripheral nerve stimulators.

### **Outpatient Therapy Services**

Charges for the following therapy services when provided as part of a program of treatment: **Cognitive Therapy, Occupational Therapy, Osteopathic Manipulation, Physical Therapy, Pulmonary Rehabilitation, Speech Therapy**

### **Cardiac Rehabilitation**

- Charges for Phase II cardiac rehabilitation provided on an outpatient basis following diagnosis of a qualifying cardiac condition when Medically Necessary. Phase II is a Hospital-based outpatient program following an inpatient Hospital discharge. The Phase II program must be Physician directed with active treatment and EKG monitoring.

Phase III and Phase IV cardiac rehabilitation are not covered. Phase III follows Phase II and is generally conducted at a recreational facility primarily to maintain the patient's status achieved through Phases I and II. Phase IV is an advancement

of Phase III which includes more active participation and weight training.

#### **Chiropractic Care Services**

- Charges for diagnostic and treatment services utilized in an office setting by chiropractic Physicians. Chiropractic treatment includes the conservative management of acute neuromusculoskeletal conditions through manipulation and ancillary physiological treatment rendered to specific joints to restore motion, reduce pain, and improve function. For these services you have direct access to qualified chiropractic Physicians.

Coverage is provided when Medically Necessary in the most medically appropriate setting to:

- Restore function (called “rehabilitative”):
  - To restore function that has been impaired or lost.
  - To reduce pain as a result of Sickness, Injury, or loss of a body part.
- Improve, adapt or attain function (sometimes called “habilitative”):
  - To improve, adapt or attain function that has been impaired or was never achieved as a result of congenital abnormality (birth defect).
  - To improve, adapt or attain function that has been impaired or was never achieved because of mental health and substance use disorder conditions. Includes conditions such as autism and intellectual disability, or mental health and substance use disorder conditions that result in a developmental delay.

Coverage is provided as part of a program of treatment when the following criteria are met:

- The individual’s condition has the potential to improve or is improving in response to therapy, and maximum improvement is yet to be attained.
- There is an expectation that the anticipated improvement is attainable in a reasonable and generally predictable period of time.
- The therapy is provided by, or under the direct supervision of, a licensed health care professional acting within the scope of the license.
- The therapy is Medically Necessary and medically appropriate for the diagnosed condition.

Coverage for occupational therapy is provided only for purposes of enabling individuals to perform the activities of daily living after an Injury or Sickness.

Therapy services that are not covered include:

- sensory integration therapy.
- treatment of dyslexia.

- maintenance treatment for therapy (other than physical therapy or Chiropractic Care) or preventive treatment provided to prevent recurrence or to maintain the patient’s current status.
- charges for Chiropractic Care not provided in an office setting.
- vitamin therapy.

Coverage is administered according to the following:

- Multiple therapy services provided on the same day constitute one day of service for each therapy type.

#### **Breast Reconstruction and Breast Prostheses**

charges made for reconstructive surgery following a mastectomy; benefits include: surgical services for reconstruction of the breast on which surgery was performed; surgical services for reconstruction of the non-diseased breast to produce symmetrical appearance; postoperative breast prostheses; and mastectomy bras and prosthetics, limited to the lowest cost alternative available that meets prosthetic placement needs. During all stages of mastectomy, treatment of physical complications, including lymphedema therapy, are covered.

#### **Reconstructive Surgery**

charges made for reconstructive surgery or therapy to repair or correct a severe physical deformity or disfigurement which is accompanied by functional deficit; (other than abnormalities of the jaw or conditions related to TMJ disorder) provided that: the surgery or therapy restores or improves function; reconstruction is required as a result of Medically Necessary, non-cosmetic surgery; or the surgery or therapy is performed prior to age 19 and is required as a result of the congenital absence or agenesis (lack of formation or development) of a body part. Repeat or subsequent surgeries for the same condition are covered only when there is the probability of significant additional improvement as determined by the utilization review Physician.

#### **Transplant Services and Related Specialty Care**

- charges made for human organ and tissue transplant services which include solid organ and bone marrow/stem cell procedures. This coverage is subject to the following conditions and limitations.

Transplant services include the recipient’s medical, surgical and Hospital services; inpatient immunosuppressive medications; and costs for organ or bone marrow/stem cell procurement. Transplant services are covered only if they are required to perform any of the following human to human organ or tissue transplants: allogeneic bone marrow/stem cell, autologous bone marrow/stem cell, cornea, heart, heart/lung,

kidney, kidney/pancreas, liver, lung, pancreas or intestine which includes small bowel-liver or multi-visceral.

Implantation procedures for artificial heart, percutaneous ventricular assist device (PVAD), extracorporeal membrane oxygenation (ECMO), ventricular assist device (VAD), and intra-aortic balloon pump (IABP) are also covered.

- All transplant services and related specialty care services, other than cornea transplants, are covered when received at Cigna LifeSOURCE Transplant Network® facilities, and are payable at the U.S. In-Network level.
- Transplant services and related specialty care services received at Participating Provider facilities in the United States specifically contracted with Cigna for those transplant services and related specialty care services are payable at the U.S. In-Network level.
- Transplant services and related specialty care services received outside the United States are covered at the International level.
- Transplant services and related specialty care services received at any other facility, including non-Participating Provider facilities and Participating Provider facilities in the United States not specifically contracted with Cigna for transplant services and related specialty care services, are not covered.
- Cornea transplants received at a facility in the United States, that is specifically contracted with Cigna for this type of transplant are payable at the U.S. In-Network level.

Coverage for organ procurement costs are limited to costs directly related to the procurement of an organ, from a cadaver or a live donor. Organ procurement costs shall consist of hospitalization and surgery necessary for removal of an organ and transportation of a live donor (refer to Transplant and Related Specialty Care Travel Services). Compatibility testing undertaken prior to procurement is covered if Medically Necessary. Costs related to the search for, and identification of a bone marrow or stem cell donor for an allogeneic transplant are also covered.

#### **Transplant and Related Specialty Care Travel Services In-Network coverage only**

Charges made for non-taxable travel expenses incurred by you in connection with a preapproved organ/tissue transplant are covered subject to the following conditions and limitations:

- Transplant and related specialty care travel benefits are not available for cornea transplants.
- Benefits for transportation and lodging are available to the recipient of a preapproved organ/tissue transplant and/or related specialty care from a designated Cigna LifeSOURCE Transplant Network® facility.
- The term recipient is defined to include a person receiving authorized transplant related services during any of the

following: evaluation, candidacy transplant event, or post-transplant care.

- Travel expenses for the person receiving the transplant will include charges for: transportation to and from the designated Cigna LifeSOURCE Transplant Network® facility (including charges for a rental car used during a period of care at the designated Cigna LifeSOURCE Transplant Network® facility); and lodging while at, or traveling to and from the designated Cigna LifeSOURCE Transplant Network® facility.
- In addition to your coverage for the charges associated with the items above, such charges will also be considered covered travel expenses for one companion to accompany you. The term companion includes your spouse, a member of your family, your legal guardian, or any person not related to you, but actively involved as your caregiver who is at least 18 years of age.
- The following are specifically excluded travel expenses: any expenses that if reimbursed would be taxable income; travel costs incurred due to travel within 60 miles of your home; food and meals; laundry bills; telephone bills; alcohol or tobacco products; and charges for transportation that exceed coach class rates.

These benefits for Transplant and Related Specialty Care Services and for Transplant and Related Specialty Care Travel Services are only available when the covered person is the recipient of an organ/tissue transplant. Travel expenses for the designated live donor for a covered recipient are covered subject to the same conditions and limitations noted above. Charges for the expenses of a donor companion are not covered. No transplant and related specialty care services or travel benefits are available when the covered person is the donor for an organ/tissue transplant; the transplant recipient's plan would cover all donors costs.

#### **Advanced Cellular Therapy**

Charges for advanced cellular therapy products and services directly related to their administration are covered when Medically Necessary. Coverage includes the cost of the advanced cellular therapy product; medical, surgical, and facility services directly related to administration of the advanced cellular therapy product, and professional services.

Cigna determines which U.S. Food and Drug Administration (FDA) approved products are in the category of advanced cellular therapy, based on the nature of the treatment and how it is manufactured, distributed and administered. An example of advanced cellular therapy is chimeric antigen receptor (CAR) T-cell therapy that redirects a person's T cells to recognize and kill a specific type of cancer cell.

Advanced cellular therapy products and their administration are covered at the U. S. In-Network benefit level when prior authorized to be received at a provider contracted with Cigna for the specific advanced cellular therapy product and related

services. Advanced cellular therapy products and their administration received from a provider in the United States that is not contracted with Cigna for the specific advanced cellular therapy product and related services are not covered.

Advanced cellular therapy products and their administration received from a provider outside the United States are covered at the International benefit level when prior authorized.

#### **Advanced Cellular Therapy Travel Services**

Charges made for non-taxable travel expenses incurred by you in connection with a prior authorized advanced cellular therapy product are covered, subject to the following conditions and limitations.

Benefits for transportation and lodging are available to you only when:

- you are the recipient of a prior authorized advanced cellular therapy product;
- the term recipient is defined to include a person receiving prior authorized advanced cellular therapy related services during any of the following: evaluation, candidacy, event, or post care;
- the advanced cellular therapy products and services directly related to their administration are received at a provider contracted with Cigna for the specific advanced cellular therapy product and related services; and
- the provider is not available within a 60 mile radius of your primary home residence.

Travel expenses for the person receiving the advanced cellular therapy include charges for: transportation to and from the advanced cellular therapy site (including charges for a rental car used during a period of care at the facility); and lodging while at, or traveling to and from, the site.

In addition to your coverage for the charges associated with the items above, such charges will also be considered covered travel expenses for one companion to accompany you. The term companion includes your spouse, a member of your family, your legal guardian, or any person not related to you, but actively involved as your caregiver who is at least 18 years of age.

The following are specifically excluded travel expenses: any expenses that if reimbursed would be taxable income, travel costs incurred due to travel within a 60 mile radius of your primary home residence; food and meals; laundry bills; telephone bills; alcohol or tobacco products; and charges for transportation that exceed coach class rates.

#### **Medical Pharmaceuticals**

The plan covers charges made for Medical Pharmaceuticals that are administered in an inpatient setting, outpatient setting, Physician's office, or in a covered person's home.

Benefits under this section are provided only for Medical Pharmaceuticals which, due to their characteristics (as

determined by Cigna), are required to be administered, or the administration of which must be directly supervised, by a qualified Physician or Other Health Professional. Benefits payable under this section include Medical Pharmaceuticals whose administration may initially, or typically, require Physician or Other Health Professional oversight but may be self-administered under certain conditions specified in the product's FDA labeling.

Certain Medical Pharmaceuticals are subject to prior authorization requirements or other coverage conditions. Additionally, certain Medical Pharmaceuticals are subject to step therapy requirements. This means that in order to receive benefits for such Medical Pharmaceuticals, you are required to try a different Medical Pharmaceutical and/or Prescription Drug Product.

Step Therapy does not apply to FDA approved cancer drugs for the treatment of stage 4 metastatic cancer or any other cancer.

Utilization management requirements or other coverage conditions are based on a number of factors which may include, clinical and economic factors. Clinical factors may include, but are not limited to, the P&T Committee's evaluations of the place in therapy, relative safety or relative efficacy of Medical Pharmaceuticals as well as whether certain supply limits or other utilization management requirements should apply. Economic factors may include, but are not limited to, the Medical Pharmaceutical's cost including, but not limited to, assessments on the cost effectiveness of the Medical Pharmaceuticals and available rebates. Regardless of its eligibility for coverage under your plan, whether a particular Prescription Drug Product is appropriate for you or any of your Dependents is a determination that is made by you (or your Dependent) and the prescribing Physician.

The coverage criteria for a Medical Pharmaceutical may change periodically for various reasons. For example, a Medical Pharmaceutical may be removed from the market, a new Medical Pharmaceutical in the same therapeutic class as a Medical Pharmaceutical may become available, or other market events may occur. Market events that may affect the coverage status of a Medical Pharmaceutical include, but are not limited to, an increase in the cost of a Medical Pharmaceutical.

For a complete list of covered Medical Pharmaceuticals visit the website shown on your ID card or call the number on the back of your ID Card.

#### **Gene Therapy**

Charges for gene therapy products and services directly related to their administration are covered when Medically Necessary. Gene therapy is a category of pharmaceutical

products approved by the U.S. Food and Drug Administration (FDA) to treat or cure a disease by:

- replacing a disease-causing gene with a healthy copy of the gene.
- inactivating a disease-causing gene that may not be functioning properly.
- introducing a new or modified gene into the body to help treat a disease.

Each gene therapy product is specific to a particular disease and is administered in a specialized manner. Cigna determines which products are in the category of gene therapy, based in part on the nature of the treatment and how it is distributed and administered.

Coverage includes the cost of the gene therapy product; medical, surgical, and facility services directly related to administration of the gene therapy product; and professional services.

Gene therapy products and their administration are covered when prior authorized to be received at United States In-Network facilities specifically contracted with Cigna for the specific gene therapy service. Gene therapy products and their administration received at other United States facilities are not covered.

Gene therapy products and their administration received from a provider outside the United States are covered at the International benefit level when prior authorized.

### **Gene Therapy Travel Services**

Charges made for non-taxable travel expenses incurred by you in connection with a prior authorized gene therapy procedure are covered subject to the following conditions and limitations.

Benefits for transportation and lodging are available to you only when you are the recipient of a prior authorized gene therapy; and when the gene therapy products and services directly related to their administration are received at a participating In-Network facility specifically contracted with Cigna for the specific gene therapy service. The term recipient is defined to include a person receiving prior authorized gene therapy related services during any of the following: evaluation, candidacy, event, or post care.

Travel expenses for the person receiving the gene therapy include charges for: transportation to and from the gene therapy site (including charges for a rental car used during a period of care at the facility); and lodging while at, or traveling to and from, the site.

In addition to your coverage for the charges associated with the items above, such charges will also be considered covered travel expenses for one companion to accompany you. The term companion includes your spouse, a member of your family, your legal guardian, or any person not related to you,

but actively involved as your caregiver who is at least 18 years of age.

The following are specifically excluded travel expenses: any expenses that if reimbursed would be taxable income, travel costs incurred due to travel within 60 miles of your home; food and meals; laundry bills; telephone bills; alcohol or tobacco products; and charges for transportation that exceed coach class rates.

### **Clinical Trials**

This benefit plan covers routine patient care costs related to a qualified clinical trial for an individual who meets the following requirements:

(a) is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or other life-threatening disease or condition; and

(b) either

- the referring health care professional is a participating health care provider and has concluded that the individual's participation in such trial would be appropriate based upon the individual meeting the conditions described in paragraph (a); or
- the individual provides medical and scientific information establishing that the individual's participation in such clinical trial would be appropriate based upon the individual meeting the conditions described in paragraph (a).

For purposes of clinical trials, the term "life-threatening disease or condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

The clinical trial must meet the following requirements:

The study or investigation must:

- be approved or funded by any of the agencies or entities authorized by federal law to conduct clinical trials;
- be conducted under an investigational new drug application reviewed by the Food and Drug Administration; or
- involve a drug trial that is exempt from having such an investigational new drug application.

Routine patient care costs are costs associated with the provision of health care items and services including drugs, items, devices and services otherwise covered by this benefit plan for an individual who is not enrolled in a clinical trial and, in addition:

- services required solely for the provision of the investigational drug, item, device or service;
- services required for the clinically appropriate monitoring of the investigational drug, device, item or service;
- services provided for the prevention of complications arising from the provision of the investigational drug, device, item or service;

- reasonable and necessary care arising from the provision of the investigational drug, device, item or service, including the diagnosis or treatment of complications; and
- routine patient care costs (as defined) for covered persons engaging in clinical trials for treatment of life threatening diseases.

Routine patient care costs do not include:

- the investigational drug, item, device, or service, itself; or
- items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.
- items and services customarily provided by the research sponsors free of charge for any enrollee in the trial.

If your plan includes In-Network providers, Clinical trials conducted by non-participating providers will be covered at the In-Network benefit level if:

- there are not In-Network providers participating in the clinical trial that are willing to accept the individual as a patient, or
- the clinical trial is conducted outside the individual's state of residence.

## Prescription Drug Benefits

### Inside the United States

#### The Schedule

##### **For You and Your Dependents**

This plan provides Prescription Drug benefits for Prescription Drug Products provided by Pharmacies in the U.S. as shown in this schedule. To receive Prescription Drug Benefits, you and your Dependents may be required to pay a Deductible, Copayment or Coinsurance requirement for Covered Expenses for Prescription Drug Products.

##### **Coinsurance**

The term Coinsurance means the percentage of the Prescription Drug Charge for a covered Prescription Drugs Product that you or your Dependent are required to pay under this plan.

##### **Oral Chemotherapy Medication**

Prescription oral chemotherapy medication that is used to kill or slow the growth of cancerous cells is covered at Network Pharmacies at 100% with no deductible and if applicable, at non-Network Pharmacies on a basis no less favorable than the out-of-network medical cost-share for injectable/IV chemotherapy.

##### **Charges**

The term Charges means the amount charged by the Insurance Company to the plan when the Pharmacy is a Participating Pharmacy, and it means the actual billed charges when the Pharmacy is a non-Participating Pharmacy.

##### **Copayments (Copay)**

Copayments are expenses to be paid by you or your Dependent for Covered Prescription Drugs and Related Supplies.

##### **Deductibles**

Deductibles are expenses to be paid by you or your Dependent for Covered Prescription Drugs and Related Supplies. These Deductibles are in addition to any copayments or coinsurance.

BENEFIT HIGHLIGHTS		PARTICIPATING PHARMACY	Non-PARTICIPATING PHARMACY
Medications required as part of preventive care services (detailed information is available at <a href="http://www.healthcare.gov">www.healthcare.gov</a> ) are covered at 100% with no copayment or deductible.			
<b>Prescription Drug Products at Retail Pharmacies</b>		<b>The amount you pay for each 30-day supply</b>	<b>The amount you pay for each 30-day supply</b>
Tier 1 Generic Drugs on the Prescription Drug List		No Charge after \$15 copay	50% after plan Deductible
Tier 2 Brand Drugs designated as preferred on the Prescription Drug List		No Charge after \$30 copay	50% after plan Deductible
Tier 3 Brand Drugs designated as non-preferred on the Prescription Drug List		No Charge after \$50 copay	50% after plan Deductible
<b>Home Delivery Prescription Drugs</b>		<b>The amount you pay for each 90-day supply</b>	<b>The amount you pay for each 90-day supply</b>
Tier 1 Generic Drugs on the Prescription Drug List		No Charge after \$45 copay	In-Network coverage only
Tier 2 Brand Drugs designated as preferred on the Prescription Drug List		No Charge after \$90 copay	In-Network coverage only
Tier 3 Brand Drugs designated as non-preferred on the Prescription Drug List		No Charge after \$150 copay	In-Network coverage only

## Prescription Drug Benefits

### For You and your Dependents

#### Covered Expenses

Your plan provides benefits for Prescription Drug Products dispensed by a Pharmacy. Details regarding your plan's Covered Expenses, which for the purposes of the Prescription Drug Benefit include Medically Necessary Prescription Drug Products ordered by a Physician, Limitations and Exclusions are provided below and are shown in The Schedule.

If you or any one of your Dependents, while insured for Prescription Drug Benefits, incurs expenses for charges made by a Pharmacy for Medically Necessary Prescription Drug Products ordered by a Physician, your plan provides coverage for those expenses as shown in The Schedule. Your benefits may vary depending on, which of the Prescription Drug List tiers the Prescription Drug Product is listed, or the Pharmacy that provides the Prescription Drug Product.

Coverage under your plan's Prescription Drug Benefits also includes Medically Necessary Prescription Drug Products dispensed pursuant to a Prescription Order or Refill issued to you or your Dependents by a licensed dentist for the prevention of infection or pain in conjunction with a dental procedure. When you or a Dependent are issued a Prescription Order or Refill for Medically Necessary Prescription Drug Products as part of the rendering of Emergency Services and Cigna determines that it cannot reasonably be filled by a Network Pharmacy, the prescription will be covered pursuant to the, as applicable, Copayment or Coinsurance for the Prescription Drug Product when dispensed by a Network Pharmacy.

#### Prescription Drug List Management

Your plan's Prescription Drug List coverage tiers may contain Prescription Drug Products that are Generic Drugs, or Brand Drugs or Specialty Prescription Drug Products. Determination of inclusion of a Prescription Drug Product to a certain coverage tier on the Prescription Drug List and utilization management requirements or other coverage conditions are based on a number of factors which may include clinical and economic factors. Clinical factors may include, but are not limited to, the P&T Committee's evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug Product, as well as whether certain supply limits or other utilization management requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's acquisition cost including, but not limited to, assessments on the cost effectiveness of the Prescription Drug Product and available rebates. Regardless of its eligibility for coverage under the plan, whether a particular Prescription Drug Product is appropriate for you or any of your

Dependents is a determination that is made by you or your Dependent and the prescribing Physician.

The coverage status of a Prescription Drug Product may change periodically for various reasons. For example, a Prescription Drug Product may be removed from the market, a New Prescription Drug Product in the same therapeutic class as a Prescription Drug Product may become available, or other market events may occur. Market events that may affect the coverage status of a Prescription Drug Product include, but are not limited to, an increase in the acquisition cost of a Prescription Drug Product. As a result of coverage changes, for the purposes of benefits the plan may require you to pay more or less for that Prescription Drug Product, to obtain the Prescription Drug Product from a certain Pharmacy(ies) for coverage, or try another covered Prescription Drug Product(s). Please access the Prescription Drug List through the website shown on your ID card or call member services at the telephone number on your ID card for the most up-to-date tier coverage status, utilization management, or other coverage limitations for a Prescription Drug Product.

#### Limitations

Each Prescription Order or refill shall be limited as follows:

- up to a consecutive 30-day supply at a retail Pharmacy unless limited by the drug manufacturer's packaging; or
- up to a consecutive 90-day supply at a home delivery Pharmacy, unless limited by the drug manufacturer's packaging; or
- to a dosage and/or dispensing limit as determined by the P&T Committee.

For most Prescription Drug Products you and your Dependent pay only the cost sharing detailed in The Schedule of Prescription Drug Benefits. However, in the event you or your Dependent insist on a more expensive Brand Drug where a Therapeutic Equivalent Generic Drug is available, you will be financially responsible for an Ancillary Charge, in addition to any required Brand Drug Copayment and/or Coinsurance. In this case, the Ancillary Charge will not apply to your Deductible, if any, or Out-of-Pocket Maximum. However, in the event your Physician determines that the Generic Drug is not an acceptable alternative for you (and indicates Dispensed as Written on the Prescription Order or Refill), you will only be responsible for payment of the appropriate Brand Drug Coinsurance and/or Copayment after satisfying your Deductible, if any.

Your plan includes a Brand Drug for Generic Drug dispensing program. This program allows certain Brand Drugs to be dispensed in place of the Therapeutic Equivalent Generic Drug at the time your Prescription Order or Refill is processed



by a participating Pharmacy. Brand Drug for Generic Drug substitution will occur only for certain Brand Drugs included in the program. When this substitution program is applied, the participating Pharmacy will dispense the Brand Drug to you in place of the available Generic Drug. You will be responsible for payment of only a Generic Drug Copayment and/or Coinsurance, after satisfying your Deductible, if any.

### **Prior Authorization Requirements**

Coverage for certain Prescription Drug Products prescribed to you requires your Physician to obtain prior authorization from Cigna or its Review Organization. The reason for obtaining prior authorization from Cigna is to determine whether the Prescription Drug Product is Medically Necessary in accordance with Cigna's coverage criteria. It is not necessary to obtain prior authorization in an emergency situation for a 72 hour supply of a non-controlled substance. Coverage criteria for a Prescription Drug Product may vary based on the clinical use for which the Prescription Order or Refill is submitted, and may change periodically based on changes in, without limitation, clinical guidelines or practice standards, or market factors.

If Cigna or its Review Organization reviews the documentation provided and determines that the Prescription Drug Product is not Medically Necessary or otherwise excluded, your plan will not cover the Prescription Drug Product. Cigna, or its Review Organization, will not review claims for excluded Prescription Drug Products or other services to determine if they are Medically Necessary, unless required by law.

When Prescription Drug Products that require prior authorization are dispensed at a Pharmacy, you or your prescribing Physician are responsible for obtaining prior authorization from Cigna. If you do not obtain prior authorization from us before the Prescription Drug Product is dispensed by the Pharmacy, you can ask us to consider reimbursement after you pay for and receive the Prescription Drug Product. You will need to pay for the Prescription Drug Product at the Pharmacy prior to submitting a reimbursement request.

When you submit a claim on this basis, you will need to submit a paper claim using the form that appears on the website shown on your ID card.

If a prior authorization request is approved, your Physician will receive confirmation. The authorization will be processed in the claim system to allow you to have coverage for the Prescription Drug Product. If a prescriber indicates on the prior authorization form that the prescription medication is for a chronic or long-term condition for which the prescription medication may be necessary for the life of the patient, a reauthorization for the same prescription medication will not

be required more frequently than every 12 months. The authorization will at all times be subject to the plan's terms of coverage for the Prescription Drug Product, which may change from time to time. When your Physician advises you that coverage for the Prescription Drug Product has been approved, you can contact a Pharmacy to fill the covered Prescription Order or Refill.

If the prior authorization request is denied, your Physician and you will be notified that coverage for the Prescription Drug Product is not authorized. If you disagree with a coverage decision, you may appeal that decision in accordance with the provisions of the plan by submitting a written request stating why the Prescription Drug Product should be covered.

### **Step Therapy**

Certain Prescription Drug Products are subject to step therapy requirements. This means that in order to receive Benefits for such Prescription Drug Products you are required to try a different Prescription Drug Product(s) first unless you satisfy the plan's exception criteria. You may identify whether a particular Prescription Drug Product is subject to step therapy requirements at the website shown on your ID card or by calling member services at the telephone number on your ID card.

If your treating health care provider submits a request for a step therapy exception determination, the request must state the circumstance that qualifies the patient for a step therapy exception. If the exception request is for a patient that is stable for the medical condition under consideration while on a Prescription Drug Product prescribed by the patient's health care provider, or prescribed under the patient's current or a previous insurance or health benefit plan, a step therapy determination will be considered granted until a step therapy determination is issued.

We will respond to the exception request with our decision within two (2) business days of receipt of the exception request. In the event we do not respond to an exception request within two (2) days, the exception request will be granted.

In cases where emergency circumstances exist, we will respond with our decision within 24 hours of receipt of an exception request. In the event we do not respond to an exception request within 24 hours for emergency circumstances, the exception request will be granted. If we grant an exception request, we will authorize coverage for the Prescription Drug Product.

Step Therapy does not apply to FDA approved cancer drugs prescribed for the treatment of stage 4 metastatic cancer or any other cancer.

## **Supply Limits**

Benefits for Prescription Drug Products are subject to the supply limits that are stated in The Schedule. For a single Prescription Order or Refill, you may receive a Prescription Drug Product up to the stated supply limit.

Some products are subject to additional supply limits, quantity limits or dosage limits based on coverage criteria that have been approved based on consideration of the P&T Committee's clinical findings. Coverage criteria are subject to periodic review and modification. The limit may restrict the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply, or may require that a minimum amount be dispensed.

You may determine whether a Prescription Drug Product has been assigned a dispensing supply limit or similar limit or requirement at the website shown on your ID card or by calling member services at the telephone number on your ID card.

## **New Prescription Drug Products**

New Prescription Drug Products may or may not be placed on a Prescription Drug List tier upon market entry. Cigna will use reasonable efforts to make a tier placement decision for a New Prescription Drug Product within six months of its market availability. Cigna's tier placement decision shall be based on consideration of, without limitation, the P&T Committee's clinical review of the New Prescription Drug Product and economic factors. If a New Prescription Drug Product not listed on the Prescription Drug List is approved by Cigna or its Review Organization as Medically Necessary in the interim, the New Prescription Drug Product shall be covered at the applicable coverage tier as set forth in The Schedule.

## **Your Payments**

Coverage for Prescription Drugs and Related Supplies purchased at a Pharmacy is subject to the Copayment or Coinsurance shown in the Schedule, after you have satisfied your Prescription Drug Deductible, if applicable. Please refer to the Schedule for any required Copayments, Coinsurance, Deductibles or Maximums if applicable.

When a treatment regimen contains more than one type of Prescription Drugs which are packaged together for your or your Dependent's convenience, a Copayment will apply to each Prescription Drug.

In no event will the Copayment (and any additional costs required by this Plan for the Prescription Drug or Related Supply) or the Coinsurance for the Prescription Drug or Related Supply exceed the amount paid by the plan or the Pharmacy's Usual and Customary (U&C) charge. Usual &

Customary (U&C) means the established Pharmacy retail cash price, less all applicable customer discounts that Pharmacy usually applies to its customers, regardless of the customer's payment source.

## **Exclusions**

No payment will be made for the following expenses:

- drugs available over the counter that do not require a prescription by federal or state law;
  - any drug that is a pharmaceutical alternative to an over-the-counter drug other than insulin;
  - a drug class in which at least one of the drugs is available over the counter and the drugs in the class are deemed to be therapeutically equivalent as determined by the P&T Committee;
  - injectable infertility drugs and any injectable drugs that require Physician supervision and are not typically considered self-administered drugs. The following are examples of Physician supervised drugs: Injectables used to treat hemophilia and RSV (respiratory syncytial virus), chemotherapy injectables and endocrine and metabolic agents.
  - Food and Drug Administration (FDA) approved drugs used for purposes other than those approved by the FDA unless the drug is recognized for the treatment of the particular indication in one of the standard reference compendia (The United States Pharmacopeia Drug Information, The American Medical Association Drug Evaluations; or The American Hospital Formulary Service Drug Information) or in medical literature. Medical literature means scientific studies published in a peer-reviewed national professional medical journal;
- prescription vitamins (other than prenatal vitamins), dietary supplements unless state or federal law requires coverage of such drugs;
- prescription and nonprescription supplies (such as ostomy supplies), devices, and appliances other than Related Supplies;
  - implantable contraceptive products;
- diet pills or appetite suppressants (anorectics);
- anabolic steroids;
- biological products for allergy immunization, biological sera, blood, blood plasma and other blood products or fractions and medications;
  - medications used for travel prophylaxis unless specifically identified on the Prescription Drug List.
  - medications used for cosmetic or anti-aging purposes, including, without limitation, medications used to reduce

wrinkles, medications used to promote hair growth and fade cream products.

- replacement of Prescription Drugs and Related Supplies due to loss or theft;
- drugs used to enhance athletic performance;
- drugs which are to be taken by or administered to you while you are a patient in a licensed Hospital, Skilled Nursing Facility, rest home or similar institution which operates on its premises or allows to be operated on its premises a facility for dispensing pharmaceuticals;
- prescriptions more than one year from the original date of issue;
- any drugs that are experimental or investigational as described under the Medical "Exclusions" section of your certificate.

Other limitations are shown in the Medical "Exclusions" section of your certificate.

### **Reimbursement/Filing a Claim**

When you or your Dependents purchase your Prescription Drugs or Related Supplies through a retail Participating Pharmacy, you pay any applicable Copayment or Coinsurance shown in the Schedule at the time of purchase. You do not need to file a claim form.

If you or your Dependents purchase your Prescription Drugs or Related Supplies through a non-Participating Pharmacy, you pay the full cost at the time of purchase. You must submit a claim form to be reimbursed.

See your Group's Benefit Plan Administrator to obtain the appropriate claim form.

**Prescription Drug Benefits**  
**International**  
**Outside the United States**  
**The Schedule**

**For You and your Dependents**

This plan provides Prescription Drug benefits for Prescription Drug Products provided by Pharmacies outside the U.S. as shown in this Schedule. To receive Prescription Drug Benefits, you and your Dependents may be required to pay a Deductible or Coinsurance requirement for Covered Expenses for Prescription Drug Products.

**Coinsurance**

The term Coinsurance means the percentage of the Prescription Drug Charge for a covered Prescription Drug Product that you or your Dependent are required to pay under this plan in addition to the Deductible, if any.

**Oral Chemotherapy Medication**

Prescription oral chemotherapy medication that is used to kill or slow the growth of cancerous cells is covered on a basis no less favorable than the medical cost-share for injectable/IV chemotherapy.

**Contraceptives**

Note: Contraceptive devices and oral contraceptives are payable as shown in The Schedule.

BENEFIT HIGHLIGHTS	INTERNATIONAL PHARMACY Outside the United States
<b>Lifetime Maximum</b>	Refer to the Medical Benefits Schedule
<b>Contract Year Deductible</b> Individual  Family	Refer to the Medical Benefits Schedule  Refer to the Medical Benefits Schedule
<b>Contract Year Out-of-Pocket Maximum</b>  Individual  Family	Refer to the Medical Benefits Schedule  Refer to the Medical Benefits Schedule
<b>Prescription Drug Products at Pharmacies Outside the United States</b>	<b>The amount you are required to pay</b>  No charge after plan Deductible

### **Prescription Drug Benefits (purchased outside the United States)**

If you or any one of your Dependents, while insured for Prescription Drug Benefits, incurs expenses for charges made by a Pharmacy, for Medically Necessary Prescription Drugs or Related Supplies ordered by a Physician outside the United States, Cigna will provide coverage for those expenses as shown in the Medical Schedule. Coverage also includes Medically Necessary Prescription Drugs and Related Supplies dispensed for a prescription issued to you or your Dependents by a licensed dentist for the prevention of infection or pain in conjunction with a dental procedure.

Coverage for Prescription Drugs and Related Supplies purchased at a Pharmacy is subject to the Coinsurance shown in the Schedule. Please refer to the Schedule for any required Coinsurance or Maximums if applicable.

#### **Exclusions:**

No payment will be made for the following expenses:

- drugs available over the counter that do not require a prescription by applicable law;
- any drug that is a pharmaceutical alternative to an over-the-counter drug other than insulin;
- a drug class in which at least one of the drugs is available over the counter and the drugs in the class are deemed to be therapeutically equivalent as determined by the P&T Committee;
- injectable infertility drugs and any injectable drugs that require Physician supervision and are not typically considered self-administered drugs. The following are examples of Physician supervised drugs: Injectables used to treat hemophilia and RSV (respiratory syncytial virus), chemotherapy injectables and endocrine and metabolic agents;
- Food and Drug Administration (FDA) approved drugs used for purposes other than those approved by the FDA unless the drug is recognized for the treatment of the particular indication in one of the standard reference compendia (The United States Pharmacopeia Drug Information, The American Medical Association Drug Evaluations; or The American Hospital Formulary Service Drug Information) or in medical literature. Medical literature means scientific

studies published in a peer-reviewed national professional medical journal;

- prescription vitamins (other than prenatal vitamins), and dietary supplements;
- anabolic steroids;
- biological products for allergy immunization, biological sera, blood, blood plasma and other blood products or fractions and medications;
- medications used for cosmetic or anti-aging purposes, including, without limitation, medications used to reduce wrinkles, medications used to promote hair growth and fade cream products;
- replacement of Prescription Drugs and Related Supplies due to loss or theft;
- drugs used to enhance athletic performance;
- drugs which are to be taken by or administered to you while you are a patient in a licensed Hospital, Skilled Nursing Facility, rest home or similar institution which operates on its premises or allows to be operated on its premises a facility for dispensing pharmaceuticals;
- prescriptions more than one year from the original date of issue.

## Exclusions, Expenses Not Covered and General Limitations

### Exclusions and Expenses Not Covered

**Additional coverage limitations determined by plan or provider type are shown in the Schedule. Payment for the following is specifically excluded from this plan:**

- care for health conditions that are required by state or local law to be treated in a public facility.
- care required by state or federal law to be supplied by a public school system or school district.
- care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- for or in connection with an Injury or Sickness which is due to war, declared or undeclared, riot, civil commotion or police action which occurs in the Member's country of citizenship.

covered Services to the extent that payment is prohibited by applicable law including but not limited to sanctions rules imposed by the United Nations, the European Commission, the United States, and Canada.

charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider or Pharmacy is or has waived, reduced, or forgiven any portion of its charges and/or any portion of Copayment, Deductible, and/or Coinsurance amount(s) you are required to pay for a Covered Service (as shown on The Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the Copayment, Deductible, and/or Coinsurance amounts waived, forgiven or reduced, regardless of whether the provider or Pharmacy represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.

charges arising out of or relating to any violation of a healthcare-related provincial, state or federal law or which themselves are a violation of a healthcare-related state or federal law.

- assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and

services primarily for rest, domiciliary or convalescent care.

- for or in connection with experimental, investigational or unproven services.

Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug or Biologic therapies or devices that are determined by the utilization review Physician to be:

- not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed;
- not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or Sickness for which its use is proposed;
- the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" sections of this plan; or
- the subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" sections of this plan.
- not considered under the Centers for Medicare and Medicaid's National Coverage Determination List.

In determining whether any such technologies, supplies, treatments, drug or Biologic therapies or devices are experimental, investigational and/or unproven, the utilization review Physician may rely on the clinical coverage policies maintained by Cigna or the Review Organization. Clinical coverage policies may incorporate, without limitation and as applicable, criteria relating to U.S. Food and Drug Administration-approved labeling, the standard medical reference compendia and peer-reviewed, evidence-based scientific literature or guidelines.

- cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem.
- The following services are excluded from coverage regardless of clinical indications: Macromastia or Gynecomastia Surgeries; Abdominoplasty; Panniculectomy; Rhinoplasty; Blepharoplasty; Redundant skin surgery; Removal of skin tags; Acupressure; Craniosacral/cranial therapy; Dance therapy, Movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.

dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for

services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.

- medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- infertility services including infertility drugs, surgical or medical treatment programs for infertility, including in vitro fertilization, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), variations of these procedures, and any costs associated with the collection, washing, preparation or storage of sperm for artificial insemination (including donor fees). Cryopreservation of donor sperm and eggs are also excluded from coverage.
- reversal of male or female voluntary sterilization procedures.
- transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- any services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasm, and premature ejaculation.
- medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- non-medical counseling and/or ancillary services, including but not limited to, Custodial Services, educational services, vocational counseling, training and rehabilitation services, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, return to work services, work hardening programs and driver safety courses.
- therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the “Home Health Services” or “Breast Reconstruction and Breast Prostheses” sections of this plan.
- private hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs.
- aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- all non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- membership costs or fees associated with health clubs, weight loss programs.
- genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- dental implants for any condition.
- fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician’s opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- blood administration for the purpose of general improvement in physical condition.

- cosmetics, dietary supplements and health and beauty aids.
- medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.

for or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.

the cost of treatment or services that are provided without charge by a Student Health Center or rendered by a person employed by the Participating Sponsor/Group, including, but not limited to team doctors and trainers, or other services performed at no cost.

### **General Limitations**

No payment will be made for expenses incurred for you or any one of your Dependents:

- for charges made for any service that is not covered by the terms of this policy or for coverage declined, or otherwise not elected by you, at enrollment.
- for charges made by a Hospital owned or operated by or which provides care or performs services for, the United States Government, if such charges are directly related to a military-service-connected Injury or Sickness.
- to the extent that you or any one of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid.
- to the extent that payment is unlawful where the person resides when the expenses are incurred.
- for charges which would not have been made if the person had no insurance.
- to the extent that they are more than Maximum Reimbursable Charges.
- to the extent of the exclusions imposed by any certification requirement shown in this plan.
- for expenses for services, supplies, care, treatment, drugs, or surgery that are not Medically Necessary.
- for charges made by any Physician or Other Health Professional who is a member of your family or your dependents family.

## **Coordination of Benefits**

This section applies if you or any one of your Dependents is covered under more than one Plan and determines how benefits payable from all such Plans will be coordinated. You should file all claims with each Plan. For claims incurred within the United States, you should file all claims under each Plan. For claims incurred outside the United States, if you file

claims with more than one Plan, you must indicate, at the time of filing a claim under this Plan, that you also have or will be filing your claim under another Plan.

### **Definitions**

For the purposes of this section, the following terms have the meanings set forth below:

#### **Plan**

Any of the following that provides benefits or services for medical care or treatment:

- Group insurance and/or group-type coverage, whether insured or self-insured which neither can be purchased by the general public, nor is individually underwritten, including closed panel coverage.
- Coverage under Medicare and other governmental benefits as permitted by law, except Medicaid and Medicare supplement policies.
- Medical benefits coverage of group, group-type, and individual automobile contracts.

Each Plan or part of a Plan which has the right to coordinate benefits will be considered a separate Plan.

#### **Closed Panel Plan**

A Plan that provides medical benefits primarily in the form of services through a panel of employed or contracted providers, and that limits or excludes benefits provided by providers outside of the panel, except in the case of emergency or if referred by a provider within the panel.

#### **Primary Plan**

The Plan that determines and provides or pays benefits without taking into consideration the existence of any other Plan.

#### **Secondary Plan**

A Plan that determines, and may reduce its benefits after taking into consideration, the benefits provided or paid by the Primary Plan. A Secondary Plan may also recover from the Primary Plan the Reasonable Cash Value of any services it provided to you.

#### **Allowable Expense**

A necessary, reasonable and customary service or expense, including deductibles, coinsurance or copayments, that is covered in full or in part by any Plan covering you. When a Plan provides benefits in the form of services, the Reasonable Cash Value of each service is the Allowable Expense and is a paid benefit.

Examples of expenses or services that are not Allowable Expenses include, but are not limited to the following:

- An expense or service or a portion of an expense or service that is not covered by any of the Plans is not an Allowable Expense.



- If you are confined to a private Hospital room and no Plan provides coverage for more than a semiprivate room, the difference in cost between a private and semiprivate room is not an Allowable Expense.
- If you are covered by two or more Plans that provide services or supplies on the basis of reasonable and customary fees, any amount in excess of the highest reasonable and customary fee is not an Allowable Expense.
- If you are covered by one Plan that provides services or supplies on the basis of reasonable and customary fees and one Plan that provides services and supplies on the basis of negotiated fees, the Primary Plan's fee arrangement shall be the Allowable Expense.
- If your benefits are reduced under the Primary Plan (through the imposition of a higher copayment amount, higher coinsurance percentage, a deductible and/or a penalty) because you did not comply with Plan provisions or because you did not use a preferred provider, the amount of the reduction is not an Allowable Expense. Such Plan provisions include second surgical opinions and precertification of admissions or services.

#### **Reasonable Cash Value**

An amount which a duly licensed provider of health care services usually charges patients and which is within the range of fees usually charged for the same service by other health care providers located within the immediate geographic area where the health care service is rendered under similar or comparable circumstances.

#### **Order of Benefit Determination Rules**

A Plan that does not have a coordination of benefits rule consistent with this section shall always be the Primary Plan. If the Plan does have a coordination of benefits rule consistent with this section, the first of the following rules that applies to the situation is the one to use:

- The Plan that covers you as an enrollee or an member shall be the Primary Plan and the Plan that covers you as a Dependent shall be the Secondary Plan;
- If you are a Dependent child whose parents are not divorced or legally separated, the Primary Plan shall be the Plan which covers the parent whose birthday falls first in the calendar year as an enrollee or member;
- If you are the Dependent of divorced or separated parents, benefits for the Dependent shall be determined in the following order:
  - first, if a court decree states that one parent is responsible for the child's healthcare expenses or health coverage and the Plan for that parent has actual knowledge of the terms of the order, but only from the time of actual knowledge;
  - then, the Plan of the parent with custody of the child;
  - then, the Plan of the spouse of the parent with custody of the child;

- then, the Plan of the parent not having custody of the child, and
- finally, the Plan of the spouse of the parent not having custody of the child.
- The Plan that covers you as an active member (or as that member's Dependent) shall be the Primary Plan and the Plan that covers you as laid-off or retired member (or as that member's Dependent) shall be the secondary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.
- The Plan that covers you under a right of continuation which is provided by federal or state law shall be the Secondary Plan and the Plan that covers you as an active member or retiree (or as that member's Dependent) shall be the Primary Plan. If the other Plan does not have a similar provision and, as a result, the Plans cannot agree on the order of benefit determination, this paragraph shall not apply.
- If one of the Plans that covers you is issued out of the state whose laws govern this Policy, and determines the order of benefits based upon the gender of a parent, and as a result, the Plans do not agree on the order of benefit determination, the Plan with the gender rules shall determine the order of benefits.

If none of the above rules determines the order of benefits, the Plan that has covered you for the longer period of time shall be primary.

When coordinating benefits with Medicare, this Plan will be the Secondary Plan and determine benefits after Medicare, where permitted by the Social Security Act of 1965, as amended. However, when more than one Plan is secondary to Medicare, the benefit determination rules identified above, will be used to determine how benefits will be coordinated.

#### **Effect on the Benefits of This Plan**

If this Plan is the Secondary Plan, this Plan may reduce benefits so that the total benefits paid by all Plans are not more than 100% of the total of all Allowable Expenses.

#### **Recovery of Excess Benefits**

If Cigna pays charges for benefits that should have been paid by the Primary Plan, or if Cigna pays charges in excess of those for which we are obligated to provide under the Policy, Cigna will have the right to recover the actual payment made or the Reasonable Cash Value of any services.

Cigna will have sole discretion to seek such recovery from any person to, or for whom, or with respect to whom, such services were provided or such payments made by any insurance company, healthcare plan or other organization. If we request, you must execute and deliver to us such instruments and documents as we determine are necessary to secure the right of recovery.

### **Right to Receive and Release Information**

Cigna, without consent or notice to you, may obtain information from and release information to any other Plan with respect to you in order to coordinate your benefits pursuant to this section. You must provide us with any information we request in order to coordinate your benefits pursuant to this section. This request may occur in connection with a submitted claim; if so, you will be advised that the "other coverage" information, (including an Explanation of Benefits paid under the Primary Plan) is required before the claim will be processed for payment. If no response is received within 90 days of the request, the claim will be denied. If the requested information is subsequently received, the claim will be processed.

### **Domestic Partners**

Under federal law, the Medicare Secondary Payer Rules do not apply to Domestic Partners covered under a group health plan when Medicare coverage is due to age. Therefore, when Medicare coverage is due to age, Medicare is always the Primary Plan for a person covered as a Domestic Partner, and Cigna is the Secondary Plan. However, when Medicare coverage is due to disability, the Medicare Secondary Payer rules explained above will apply.

## **Expenses For Which A Third Party May Be Responsible**

This plan does not cover:

Expenses incurred by you or your Dependent (hereinafter individually and collectively referred to as a "Participant,") for which another party may be responsible as a result of having caused or contributed to an Injury or Sickness.

Expenses incurred by a Participant to the extent any payment is received for them either directly or indirectly from a third party tortfeasor or as a result of a settlement, judgment or arbitration award in connection with any automobile medical, automobile no-fault, uninsured or underinsured motorist, homeowners, workers' compensation, government insurance, or similar type of insurance or coverage. The coverage under this plan is secondary to any automobile no-fault or similar coverage.

### **Subrogation/Right of Reimbursement**

If a Participant incurs a Covered Expense for which, in the opinion of the plan or its claim administrator, another party may be responsible or for which the Participant may receive payment as described above:

Subrogation: The plan shall, to the extent permitted by law, be subrogated to all rights, claims or interests that a Participant may have against such party and shall automatically have a lien upon the proceeds of any recovery by a Participant from such party to the extent of any benefits paid under the plan. A Participant or his/her representative shall execute such

documents as may be required to secure the plan's subrogation rights.

Right of Reimbursement: The plan is also granted a right of reimbursement from the proceeds of any recovery whether by settlement, judgment, or otherwise. This right of reimbursement is cumulative with and not exclusive of the subrogation right granted in paragraph 1, but only to the extent of the benefits provided by the plan.

### **Lien of the Plan**

By accepting benefits under this plan, a Participant:

grants a lien and assigns to the plan an amount equal to the benefits paid under the plan against any recovery made by or on behalf of the Participant which is binding on any attorney or other party who represents the Participant whether or not an agent of the Participant or of any insurance company or other financially responsible party against whom a Participant may have a claim provided said attorney, insurance carrier or other party has been notified by the plan or its agents;

agrees that this lien shall constitute a charge against the proceeds of any recovery and the plan shall be entitled to assert a security interest thereon;

agrees to hold the proceeds of any recovery in trust for the benefit of the plan to the extent of any payment made by the plan.

### **Additional Terms**

No adult Participant hereunder may assign any rights that it may have to recover medical expenses from any third party or other person or entity to any minor Dependent of said adult Participant without the prior express written consent of the plan. The plan's right to recover shall apply to decedents', minors', and incompetent or disabled persons' settlements or recoveries.

No Participant shall make any settlement, which specifically reduces or excludes, or attempts to reduce or exclude, the benefits provided by the plan.

The plan's right of recovery shall be a prior lien against any proceeds recovered by the Participant. This right of recovery shall not be defeated nor reduced by the application of any so-called "Made-Whole Doctrine", "Rimes Doctrine", or any other such doctrine purporting to defeat the plan's recovery rights by allocating the proceeds exclusively to non-medical expense damages.

No Participant hereunder shall incur any expenses on behalf of the plan in pursuit of the plan's rights hereunder, specifically; no court costs, attorneys' fees or other representatives' fees may be deducted from the plan's recovery without the prior express written consent of the plan. This right shall not be defeated by any so-called "Fund Doctrine", "Common Fund Doctrine", or "Attorney's Fund Doctrine".

The plan shall recover the full amount of benefits provided hereunder without regard to any claim of fault on the part of

any Participant, whether under comparative negligence or otherwise.

The plan hereby disavows all equitable defenses in pursuit of its right of recovery. The plan's subrogation or recovery rights are neither affected nor diminished by equitable defenses.

In the event that a Participant shall fail or refuse to honor its obligations hereunder, then the plan shall be entitled to recover any costs incurred in enforcing the terms hereof including, but not limited to, attorney's fees, litigation, court costs, and other expenses. The plan shall also be entitled to offset the reimbursement obligation against any entitlement to future medical benefits hereunder until the Participant has fully complied with his reimbursement obligations hereunder, regardless of how those future medical benefits are incurred.

By acceptance of benefits under the plan, the Participant agrees that a breach hereof would cause irreparable and substantial harm and that no adequate remedy at law would exist. Further, the Plan shall be entitled to invoke such equitable remedies as may be necessary to enforce the terms of the plan, including, but not limited to, specific performance, restitution, the imposition of an equitable lien and/or constructive trust, as well as injunctive relief.

Participants must assist the plan in pursuing any subrogation or recovery rights by providing requested information.

## **Payment of Benefits – Medical**

### **Assignment and Payment of Benefits**

You may authorize Cigna to pay any healthcare benefits under this policy to a Participating or Non-Participating Provider. When you authorize the payment of your healthcare benefits to a Participating or Non-Participating Provider, you authorize the payment of the entire amount of the benefits due on that claim. If a provider is overpaid because of accepting duplicate payments from you and Cigna, it is the provider's responsibility to reimburse the overpayment to you. Cigna may pay all healthcare benefits for Covered Services directly to a Participating Provider without your authorization. You may not interpret or rely upon this discrete authorization or permission to pay any healthcare benefits to a Participating or Non-Participating Provider as the authority to assign any other rights under this policy to any party, including, but not limited to, a provider of healthcare services/items.

Even if the payment of healthcare benefits to a Non-Participating Provider has been authorized by you, Cigna may, at its option, make payment of benefits to you. When benefits are paid to you or your Dependent, you or your Dependents are responsible for reimbursing the Non-Participating Provider.

If any person to whom benefits are payable is a minor or, in the opinion of Cigna is not able to give a valid receipt for any payment due him, such payment will be made to his legal

guardian or the Office of the Public Trustee. If no request for payment has been made by his legal guardian or the Office of the Public Trustee, Cigna may, at its option, make payment to the person or institution appearing to have assumed his custody and support.

When one of our participants passes away, Cigna may receive notice that an executor of the estate has been established. The executor has the same rights as our insured and benefit payments for unassigned claims should be made payable to the executor.

Payment as described above will release Cigna from all liability to the extent of any payment made.

### **Recovery of Overpayment**

When an overpayment has been made by Cigna, Cigna will have the right to: recover that overpayment from the person to whom or on whose behalf it was made; or offset the amount of that overpayment from a future claim payment within twenty-four (24) months after the payment is made. The 24 month limit will not apply if there is reasonable belief of fraud, abuse, or other intentional misconduct, or if required by a state or federal government plan. In addition, your acceptance of benefits under this plan and/or assignment of Medical Benefits separately creates an equitable lien by agreement pursuant to which Cigna may seek recovery of any overpayment. You agree that Cigna, in seeking recovery of any overpayment as a contractual right or as an equitable lien by agreement, may pursue the general assets of the person or entity to whom or on whose behalf the overpayment was made.

### **Calculation of Covered Expenses**

Cigna, in its discretion, will calculate Covered Expenses following evaluation and validation of all provider billings in accordance with:

the methodologies in the most recent edition of the Current Procedural terminology.

the methodologies as reported by generally recognized professionals or publications.

## **Termination of Insurance**

### **Members**

Your insurance will cease on the earliest date below:

- the date you cease to be in a Class of Eligible Members or cease to qualify for the insurance.
- the last day for which you have made any required contribution for the insurance.
- the date the policy is canceled.
- the date your Active Service ends except as described below.

Any continuation of insurance must be based on a plan which precludes individual selection.

### **Temporary Layoff or Leave of Absence**

If your Active Service ends due to temporary layoff or leave of absence, your insurance will be continued until the date your Group (a) stops paying premium for you; or (b) otherwise cancels your insurance. However, your insurance will not be continued for more than 60 days past the date your Active Service ends.

### **Injury or Sickness**

If your Active Service ends due to an Injury or Sickness, your insurance will be continued while you remain totally and continuously disabled as a result of the Injury or Sickness. However, your insurance will not continue past the date your Group stops paying premium for you or otherwise cancels your insurance.

### **Dependents**

Your insurance for all of your Dependents will cease on the earliest date below:

- the date your insurance ceases.
- the date you cease to be eligible for Dependent Insurance.
- the last day for which you have made any required contribution for the insurance.
- the date Dependent Insurance is canceled.

The insurance for any one of your Dependents will cease on the date that Dependent no longer qualifies as a Dependent.

### **Rescissions**

Your coverage may not be rescinded (retroactively terminated) by Cigna or the plan sponsor unless the plan sponsor or an individual (or a person seeking coverage on behalf of the individual) performs an act, practice or omission that constitutes fraud; or the plan sponsor or individual (or a person seeking coverage on behalf of the individual) makes an intentional misrepresentation of material fact.

### **Medical Benefits Extension**

#### **During Hospital Confinement Upon Policy Cancellation**

If the Medical Benefits under this plan cease for you or your Dependent due to cancellation of the policy (except if policy is canceled for nonpayment of premiums), and you or your Dependent is Confined in a Hospital on that date, Medical Benefits will be paid for Covered Expenses incurred in connection with that Hospital Confinement. However, no benefits will be paid after the earliest of:

- the date you exceed the Maximum Benefit, if any, shown in the Schedule;
- the date you are covered for medical benefits under another group plan;
- the date you or your Dependent is no longer Hospital Confined; or
- 10 days from the date the policy is canceled.

The terms of this Medical Benefits Extension will not apply to a child born as a result of a pregnancy which exists when your

Medical Benefits cease or your Dependent's Medical Benefits cease. Medical Benefits cease or your Dependent's Medical Benefits cease.

### **When You Have an Appeal or Complaint**

If you have questions, disagree with the determination of a claim, or have a complaint, you may contact Cigna at the address indicated below. A written request for a claim review must be sent in writing within 365 days of receipt of a denial notice to:

#### **Cigna**

**Attn: Appeals & Complaints**

**P.O. Box 15800**

**Wilmington, DE 19850 USA**

For a claim review, you should state the reason(s) why you feel your claim should have been approved. Send a copy of the denial along with any relevant additional information (e.g. benefit documents, clinical records) which helps to

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demonstrate that your claim is covered under the plan. For questions, please contact the **Cigna Service Center at 1-800-441-2668 (inside the United States and Canada) or 302-797-3100 (outside the United States, call collect).**

It is important to include your Name, Group Number, Member/Patient ID Number, Name of the patient and relationship, and "Attention: Appeals" on all supporting documents.

You are entitled to receive free upon request access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

You will be notified of the final decision in a timely manner, as described in your plan materials.

If you are still not satisfied with our final decision to your complaint or appeal, you can refer your complaint or appeal to the Channel Islands Financial Ombudsman Service at the address below:

The Channel Islands Financial Ombudsman (CIFO)

PO Box 114

Jersey, Channel Islands

JE4 9QG

Telephone: +44 (0)1534 748610

Fax: +44 (0)1534 747629

Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

Website [www.ci-fo.org](http://www.ci-fo.org)

## Definitions

### Active Service/Enrollment

You will be considered in Active Service/Enrollment:

on any of your Group's scheduled work/enrolled days if you are performing the regular duties of your work on a full-time basis or studying as determined by your group on that day either at your Group's place of business or academic institution or at some location to which you are required to travel for your Group.

on a day which is not one of your Group's scheduled work/academic days if you were in Active Service on the preceding scheduled work day.

### Bed and Board

The term Bed and Board includes all charges made by a Hospital on its own behalf for room and meals and for all general services and activities needed for the care of registered bed patients.

### Biologic

A virus, therapeutic serum, toxin, antitoxin, vaccine, blood, blood component or derivative, allergenic product, protein (except any chemically synthesized polypeptide), or analogous product, or arsphenamine or derivative of arsphenamine (or any other trivalent organic arsenic compound), used for the prevention, treatment, or cure of a disease or condition of human beings, as defined under Section 351(i) of the Public Health Service Act (42 USC 262(i)) (as amended by the Biologics Price Competition and Innovation Act of 2009, title VII of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, § 7002 (2010), and as may be amended thereafter).

### Biosimilar

A Biologic that is highly similar to the reference Biologic product notwithstanding minor differences in clinically inactive components, and has no clinically meaningful differences from the reference Biologic in terms of its safety, purity, and potency, as defined under Section 351(i) of the Public Health Service Act (42 USC 262(i)) (as amended by the Biologics Price Competition and Innovation Act of 2009, title VII of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, § 7002 (2010), and as may be amended thereafter).

### Brand Drug

A Prescription Drug Product that Cigna identifies as a Brand Drug product across its book-of-business, principally based on

available data resources, including, but not limited to, First DataBank or another nationally recognized drug indicator source, that classify drugs or Biologics as either brand or generic based on a number of factors. Not all products identified as a "brand name" by the manufacturer, Pharmacy, or your Physician may be classified as a Brand Drug under the plan.

### Business Decision Team

A committee comprised of voting and non-voting representatives across various Cigna business units such as clinical, medical and business leadership that is duly authorized by Cigna to effect changes regarding coverage treatment of Prescription Drug Products and Medical Pharmaceuticals based on clinical findings provided by the P&T Committee, including, but not limited to, changes regarding tier placement and application of utilization management to Prescription Drug Products and Medical Pharmaceuticals.

### Certification

The term Certification means a decision by a health care insurer that a health care service requested by a provider or covered person has been reviewed and, based upon the information available, meets the health care insurer's requirements for coverage and medical necessity, and the requested health care service is therefore approved.

### Charges

The term "charges" means the actual billed charges; except when the provider has contracted directly or indirectly with Cigna for a different amount.

### Chiroprapist

See Podiatrist

### Chiropractic Care

The term Chiropractic Care means the conservative management of neuromusculoskeletal conditions through manipulation and ancillary physiological treatment rendered to specific joints to restore motion, reduce pain and improve function.

### Cigna Home Delivery Pharmacy

A home delivery Network Pharmacy owned and operated by licensed Pharmacy affiliates of Cigna Health and Life Insurance Company.

### **Country of Citizenship**

Country of Citizenship is the nation of the Member or Dependents' birth or the country in which they have subsequently been naturalized or granted legal citizenship or recognition.

### **Custodial Services**

Any services that are of a sheltering, protective, or safeguarding nature. Such services may include a stay in an institutional setting, at-home care, or nursing services to care for someone because of age or mental or physical condition. This service primarily helps the person in daily living. Custodial care also can provide medical services, given mainly to maintain the person's current state of health. These services cannot be intended to greatly improve a medical condition; they are intended to provide care while the patient cannot care for himself or herself. Custodial Services include but are not limited to:

Services related to watching or protecting a person;

Services related to performing or assisting a person in performing any activities of daily living, such as: walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating, preparing foods, or taking medications that can be self-administered, and

Services not required to be performed by trained or skilled medical or paramedical personnel.

### **Dependent**

Dependents are:

your lawful spouse; or/and

your Domestic Partner; and

any child of yours who is:

- less than 26 years old.
- 26 or more years old, unmarried and primarily supported by you and incapable of self-sustaining employment by reason of mental or physical disability which arose while the child was covered as a Dependent under this plan, or while covered as a dependent under a prior plan with no break in coverage.

Proof of the child's condition and dependence may be required to be submitted to the plan within 31 days after the date the child ceases to qualify above. From time to time, but not more frequently than once a year, the plan may require proof of the continuation of such condition and dependence.

The term child means a child born to you or a child legally adopted by you. It also includes a stepchild.

If your Domestic Partner has a child, that child will also be included as a Dependent.

Benefits for a Dependent child will continue until the last day of the calendar month in which the limiting age is reached.

Anyone who is eligible as a Member will not be considered as a Dependent or Dependent spouse unless the Dependent or Dependent spouse declines Member coverage. A child under age 26 may be covered as either a Member or as a Dependent child. You cannot be covered as a Member while also covered as a Dependent of a Member.

No one may be considered as a Dependent of more than one Member.

### **Domestic Partner**

A Domestic Partner is defined as a person of the same or opposite sex who:

shares your permanent residence;

has resided with you for no less than one year;

is no less than 18 years of age;

is financially interdependent with you and has proven such interdependence by providing documentation of at least two of the following arrangements: common ownership of real property or a common leasehold interest in such property; community ownership of a motor vehicle; a joint bank account or a joint credit account; designation as a beneficiary for life insurance or retirement benefits or under your partner's will; assignment of a durable power of attorney or health care power of attorney; or such other proof as is considered by Cigna to be sufficient to establish financial interdependency under the circumstances of your particular case;

is not a blood relative any closer than would prohibit legal marriage; and

has signed jointly with you, a notarized affidavit attesting to the above which can be made available to Cigna upon request.

In addition, you and your Domestic Partner will be considered to have met the terms of this definition as long as neither you nor your Domestic Partner:

has signed a Domestic Partner affidavit or declaration with any other person within twelve months prior to designating each other as Domestic Partners hereunder;

is currently legally married to another person; or

has any other Domestic Partner, spouse or spouse equivalent of the same or opposite sex.

You and your Domestic Partner must have registered as Domestic Partners, if you reside in a jurisdiction that provides for such registration.

### **Designated Pharmacy**

A Network Pharmacy that has entered into an agreement with Cigna, or with an entity contracting on Cigna's behalf, to provide Prescription Drug Products or services, including, without limitation, specific Prescription Drug Products, to plan enrollees on a preferred basis. For example, a Designated

Pharmacy may provide enrollees certain Specialty Prescription Drug Products that have limited distribution availability, provide enrollees with an extended days' supply of Prescription Drug Products or provide enrollees with Prescription Drug Products on a preferred cost share basis. A Pharmacy that is a Network Pharmacy is not necessarily a Designated Pharmacy.

### **Emergency Services - Medical**

Emergency Services means, with respect to an Emergency Medical Condition, a medical screening examination that is within the capability of the emergency department of a Hospital or of an independent freestanding emergency facility or other provider, including ancillary services routinely available to the emergency department or to another provider to evaluate such Emergency Medical Condition; and such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital or emergency department, as are required to Stabilize the patient. A provider for Emergency Services is a licensed Physician, a licensed Nurse, a licensed physician assistant, a licensed nurse practitioner, a licensed diagnostic facility, a licensed clinical facility, a licensed Hospital or an urgent care center.

### **Expense Incurred**

An expense is incurred when the service or the supply for which it is incurred is provided.

### **Free-Standing Surgical Facility**

The term Free-standing Surgical Facility means an institution which meets all of the following requirements:

- it has a medical staff of Physicians, Nurses and licensed anesthesiologists;
- it maintains at least two operating rooms and one recovery room;
- it maintains diagnostic laboratory and x-ray facilities;
- it has equipment for emergency care;
- it has a blood supply;
- it maintains medical records;
- it has agreements with Hospitals for immediate acceptance of patients who need Hospital Confinement on an inpatient basis; and
- it is licensed in accordance with the laws of the appropriate legally authorized agency.

### **Generic Drug**

A Prescription Drug Product that Cigna identifies as a Generic Drug product at a book-of-business level principally based on available data resources, including, but

not limited to, First DataBank or another nationally recognized drug indicator source, that classify drugs or Biologics (including Biosimilars) as either brand or generic based on a number of factors. Not all products identified as a "generic" by the manufacturer, Pharmacy or your Physician may be classified as a Generic Drug under the plan. A Biosimilar may be classified as a Generic Drug for the purposes of benefits under the plan even if it is identified as a "brand name" drug by the manufacturer, Pharmacy or your Physician.

### **Group**

The term Group means an eligible organization or plan sponsor to which the policy is issued.

### **Herbalist**

The term Herbalist means a non-medical practitioner who specializes in treating disorders with natural remedies derived exclusively from plant materials.

### **Home Country**

Home Country is the nation in which the Member or Dependents have their permanent place of residence prior to an expatriate assignment and/or the indefinite intention to reside post assignment.

### **Hospice Care Program**

The term Hospice Care Program means:

a coordinated, interdisciplinary program to meet the physical, psychological, spiritual and social needs of dying persons and their families;

a program that provides palliative and supportive medical, nursing and other health services through home or inpatient care during the illness;

a program for persons who have a Terminal Illness and for the families of those persons.

### **Hospice Care Services**

The term Hospice Care Services means any services provided by: a Hospital, a Skilled Nursing Facility or a similar institution, a Home Health Care Agency, a Hospice Facility, or any other licensed facility or agency under a Hospice Care Program.

### **Hospice Facility**

The term Hospice Facility means an institution or part of it which:

- primarily provides care for Terminally Ill patients;
- is accredited by the National Hospice Organization;
- meets standards established by Cigna; and



fulfills any licensing requirements of the state or locality in which it operates.

### **Hospital**

The term Hospital means:

an institution licensed as a hospital, which: maintains, on the premises, all facilities necessary for medical and surgical treatment; provides such treatment on an inpatient basis, for compensation, under the supervision of Physicians; and provides 24-hour service by Registered Graduate Nurses;

an institution which qualifies as a hospital, a psychiatric hospital or a tuberculosis hospital, and a provider of services under Medicare, if such institution is accredited as a hospital by the Joint Commission on the Accreditation of Healthcare Organizations; or

an institution which: specializes in treatment of Mental Health and Substance Use Disorder or other related illness; provides residential treatment programs; and is licensed in accordance with the laws of the appropriate legally authorized agency.

The term Hospital will not include an institution which is primarily a place for rest, a place for the aged, or a nursing home.

### **Hospital Confinement or Confined in a Hospital**

A person will be considered Confined in a Hospital if he is: a registered bed patient in a Hospital upon the recommendation of a Physician;

receiving treatment for Mental Health and Substance Use Disorder Services in a Residential Treatment Center.

### **Injury**

The term Injury means an accidental bodily injury.

### **Massage Therapist**

The term Massage Therapist means a person who is licensed to apply manipulation, methodical pressure, friction and kneading to the body.

### **Maximum Reimbursable Charge – Medical and Pharmacy Services Outside the United States**

Maximum Reimbursable Charge for services outside the United States is determined based on the lesser of:

the charges contracted or otherwise agreed between the provider and Cigna; or

the charge that a provider most often charges patients for the service or procedure; or

the customary charge for the service or procedure as determined by Cigna based upon the range of charges made for the service or procedure by most providers in the general geographic area where the service is rendered or the procedure performed. Cigna is not obligated to pay excessive charges.

### **Maximum Reimbursable Charge - Medical Services in the United States**

The Maximum Reimbursable Charge for covered services is determined based on the lesser of:

- the provider's normal charge for a similar service or supply; or
- a percentage of a fee schedule Cigna has developed that is based upon a methodology similar to a methodology utilized by Medicare to determine the allowable fee for the same or similar service within the geographic market.

The percentage used to determine the Maximum Reimbursable Charge is listed in The Schedule.

In some cases, a Medicare based schedule will not be used and the Maximum Reimbursable Charge for covered services is determined based on the lesser of:

- the provider's normal charge for a similar service or supply; or
- the 80th percentile of charges made by providers of such service or supply in the geographic area where it is received as compiled in a database selected by Cigna. If sufficient charge data is unavailable in the database for that geographic area to determine the Maximum Reimbursable Charge, then data in the database for similar services may be used.

The Maximum Reimbursable Charge is subject to all other benefit limitations and applicable coding and payment methodologies determined by Cigna. Additional information about how Cigna determines the Maximum Reimbursable Charge is available upon request.

### **Medically Necessary/Medical Necessity**

Medically Necessary Covered Services and Supplies are those determined by the Medical Director to be:

required to diagnose or treat an illness, injury, disease or its symptoms;

in accordance with generally accepted standards of medical practice;

clinically appropriate in terms of type, frequency, extent, site and duration;

not primarily for the convenience of the patient, Physician or other health care provider; and

rendered in the least intensive setting that is appropriate for the delivery of the services and supplies. Where applicable, the Medical Director may compare the cost-effectiveness of

alternative services, settings or supplies when determining least intensive setting.

### **Member**

The term means faculty, chaperone, fellows, volunteer, and student of a school who is in study abroad program, who is currently enrolled and for whom premiums have been paid of the Group outside their country of residence.

### **Naturopath**

The term Naturopath means a non-medical practitioner who specializes in treating conditions by making reforms to the diet and lifestyle of the patient.

### **Necessary Services and Supplies**

The term Necessary Services and Supplies includes any charges, except charges for Bed and Board, made by a Hospital on its own behalf for medical services and supplies actually used during Hospital Confinement, any charges, by whomever made, for licensed ambulance service to or from the nearest Hospital where the needed medical care and treatment can be provided; and any charges, by whomever made, for the administration of anesthetics during Hospital Confinement.

The term Necessary Services and Supplies will not include any charges for special nursing fees, dental fees or medical fees.

### **Nurse**

The term Nurse means a Registered Graduate Nurse, a Licensed Practical Nurse or a Licensed Vocational Nurse who has the right to use the abbreviation "R.N.," "L.P.N." or "L.V.N."

### **Other Health Care Facility/Other Health Professional**

The term Other Health Care Facility means a facility other than a Hospital or hospice facility. Examples of Other Health Care Facilities include, but are not limited to, licensed skilled nursing facilities, rehabilitation Hospitals and subacute facilities. The term Other Health Professional means an individual other than a Physician who is licensed or otherwise authorized under the applicable state law to deliver medical services and supplies. Other Health Professionals include, but are not limited to physical therapists, registered nurses and licensed practical nurses. Other Health Professionals do not include providers such as Certified First Assistants, Certified Operating Room Technicians, Certified Surgical Assistants/Technicians, Licensed Certified Surgical Assistants/Technicians, Licensed Surgical Assistants, Orthopedic Physician Assistants and Surgical First Assistants.

### **Participating Pharmacy**

The term Participating Pharmacy means a retail Pharmacy with which Cigna has contracted to provide prescription services to insureds, or a designated home delivery Pharmacy with which Cigna has contracted to provide home delivery prescription services to insureds. A home delivery Pharmacy is a Pharmacy that provides Prescription Drugs through mail order.

### **Participating Provider**

The term Participating Provider means a hospital, a Physician or any other health care practitioner or entity that has a direct or indirect contractual arrangement with Cigna to provide covered services with regard to a particular plan under which the participant is covered.

### **Participating School**

The term Participating School means a Higher Education participating in the Trust to which this policy is issued.

### **Pharmacy**

The term Pharmacy means a retail Pharmacy, or a home delivery Pharmacy.

### **Pharmacy & Therapeutics (P&T) Committee**

A committee comprised of both voting and non-voting Cigna employed clinicians, Medical Directors and Pharmacy Directors and non-Members such as Participating Providers that represent a range of clinical specialties. The committee regularly reviews Medical Pharmaceuticals or Prescription Drug Products, including New Prescription Drug Products, for safety and efficacy, the findings of which clinical reviews inform coverage status decisions made by the Business Decision Team. The P&T Committee's review may be based

on consideration of, without limitation, U.S. Food and Drug Administration-approved labeling, standard medical reference compendia, or scientific studies published in peer-reviewed English-language bio-medical journals.

### **Physician**

The term Physician means a licensed medical practitioner who is practicing within the scope of his license and who is licensed to prescribe and administer drugs or to perform surgery. It will also include any other licensed medical practitioner whose services are required to be covered by law in the locality where the policy is issued if he is:

operating within the scope of his license; and

performing a service for which benefits are provided under this plan when performed by a Physician.

### **Podiatrist**

The term Podiatrist means a licensed practitioner responsible for the examination, diagnosis, prevention, treatment and care of conditions and functions of the human foot. A Podiatrist performs surgical procedures, prescribes corrective devices, drugs and physical therapy.

### **Prescription Drug Charge**

The Prescription Drug Charge is the amount that, prior to application of the plan's cost-share requirement(s), is payable by Cigna to its Pharmacy Benefit Manager for a specific covered Prescription Drug Product dispensed at a Network Pharmacy, including any applicable dispensing fee and tax. The "Pharmacy Benefit Manager" is the business unit, affiliate, or other entity that manages the Prescription Drug Benefit for Cigna.

### **Prescription Drug List**

Prescription Drug List means a listing of approved Prescription Drugs and Related Supplies. The Prescription Drugs and Related Supplies included in the Prescription Drug List have been approved in accordance with parameters established by the P&T Committee. The Prescription Drug List is regularly reviewed and updated.

### **Prescription Drug Product**

A drug, Biologic (including a Biosimilar), or other product that has been approved by the U.S. Food and Drug Administration (FDA), certain products approved under the Drug Efficacy Study Implementation review, or products marketed prior to 1938 and not subject to review and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or Refill. For the purpose of benefits under the plan, this definition may also include products in the

following categories if specifically identified on the Prescription Drug List:

- certain durable products and supplies that support drug therapy;
- certain diagnostic testing and screening services that support drug therapy;
- certain medication consultation and other medication administration services that support drug therapy; and
  - certain digital products, applications, electronic devices, software and cloud based service solutions used to predict, detect and monitor health conditions in support of drug therapy.

The following diabetic supplies are also included under this definition: alcohol pads, swabs, wipes, Glucagon/Glucagen, injection aids, insulin pump accessories, needles including pen needles, syringes, test strips, lancets, urine glucose and ketone strips.

### **Prescription Order**

Prescription Order means the lawful authorization for a Prescription Drug or Related Supply by a Physician who is duly licensed to make such authorization within the course of such Physician's professional practice or each authorized refill thereof.

### **Preventive Medication**

The Prescription Drug Products or other medications (including over-the-counter medications) designated as payable by the plan at 100% of the cost (without application of any Deductible, Copayment or Coinsurance) 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. A written prescription is required to process a claim for a Preventive Medication. You may determine whether a drug is a Preventive Medication through the Internet website shown on your ID card or by calling member services at the telephone number on your ID card.

### **Preventive Treatment**

The term Preventive Treatment means treatment rendered to prevent disease or its recurrence.

### **Psychologist**

The term Psychologist means a person who is licensed or certified as a clinical psychologist. Where no licensure or certification exists, the term Psychologist means a person who is considered qualified as a clinical psychologist by a recognized psychological association. It will also include any other licensed counseling practitioner whose services are required to be covered by law in the locality where the policy is issued if he is operating within the scope of his license and performing a service for which benefits are provided under this plan when performed by a Psychologist.

### **Related Supplies**

Related Supplies means diabetic supplies (insulin needles and syringes, lancets and glucose test strips), needles and syringes for injectables covered under the pharmacy plan, and spacers for use with oral inhalers.

### **Review Organization**

The term Review Organization refers to an affiliate of Cigna or another entity to which Cigna has delegated responsibility for performing utilization review services. The Review Organization is an organization with a staff of clinicians which may include Physicians, Registered Graduate Nurses, licensed mental health and substance use disorder professionals, and other trained staff members who perform utilization review services.

### **Sickness – For Medical Insurance**

The term Sickness means a physical or mental illness. It also includes pregnancy. Expenses incurred for routine Hospital and pediatric care of a newborn child prior to discharge from the Hospital nursery will be considered to be incurred as a result of Sickness.

### **Skilled Nursing Facility**

The term Skilled Nursing Facility means a licensed institution (other than a Hospital, as defined) which specializes in: physical rehabilitation on an inpatient basis; or

skilled nursing and medical care on an inpatient basis; but only if that institution: maintains on the premises all facilities necessary for medical treatment; provides such treatment, for compensation, under the supervision of Physicians; and provides Nurses' services.

### **Specialty Prescription Drug Product**

A Prescription Drug Product or Medical Pharmaceutical considered by Cigna to be a Specialty Prescription Drug Product based on consideration of the following factors, subject to applicable law: whether the Prescription Drug Product or Medical Pharmaceutical is prescribed and used for the treatment of a complex, chronic or rare condition; whether the Prescription Drug Product or Medical Pharmaceutical has a high acquisition cost; and, whether the Prescription Drug Product or Medical Pharmaceutical is subject to limited or restricted distribution, requires special handling and/or requires enhanced patient education, provider coordination or clinical oversight. A Specialty Prescription Drug Product may not possess all or most of the foregoing characteristics, and the presence of any one such characteristic does not guarantee that a Prescription Drug Product or Medical Pharmaceutical will be considered a Specialty Prescription Drug Product. Specialty Prescription Drug Products may vary by plan benefit assignment based on factors such as method or site of clinical administration, or by tier assignment or utilization management requirements based on factors such as acquisition cost. You may determine whether a medication is a Specialty Prescription Drug Product through the website shown on your ID card or by calling member services at the telephone number on your ID card.

### **Stabilize**

Stabilize means, with respect to an emergency medical condition, to provide such medical treatment of the condition 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.

### **Student Health Center**

The term means primary care clinics based on primary or secondary school campuses in the United States.

### **Terminal Illness**

A Terminal Illness will be considered to exist if a person becomes terminally ill with a prognosis of six months or less to live, as diagnosed by a Physician.

### **Therapeutic Alternative**

A Prescription Drug Product or Medical Pharmaceutical that is of the same therapeutic or pharmacological class, and usually can be expected to have similar outcomes and adverse reaction profiles when administered in therapeutically equivalent doses as, another Prescription Drug Product, Medical Pharmaceutical or over-the-counter medication.

### **Therapeutic Equivalent**

A Prescription Drug Product or Medical Pharmaceutical that is a pharmaceutical equivalent to another Prescription Drug Product, Medical Pharmaceutical or over-the-counter medication.

### **Urgent Care**

Urgent Care is medical, surgical, Hospital or related health care services and testing which are not Emergency Services, but which are determined by Cigna, in accordance with generally accepted medical standards, to have been necessary to treat a condition requiring prompt medical attention. This does not include care that could have been foreseen before leaving the immediate area where you ordinarily receive and/or were scheduled to receive services. Such care includes, but is not limited to, dialysis, scheduled medical treatments or therapy, or care received after a Physician's recommendation that the insured should not travel due to any medical condition.

### **Usual and Customary (U&C) Charge - Prescription Drugs**

The usual fee that a Pharmacy charges individuals for a Prescription Drug Product (and any services related to the dispensing thereof) without reference to reimbursement to the Pharmacy by third parties. The Usual and Customary (U&C)

## **CIGNA GLOBAL HEALTH BENEFITS EUROPE DATA PROTECTION NOTICE**

As a provider of quality healthcare around the world, our customers and clients expect us to carefully handle and protect the Personal Information (as defined below) they share with us.

You are receiving this Data Protection Notice either because your group has signed an agreement with us, as an insurance company, to provide you, directly or through our partners,

with international health insurance cover and other additional covers and services as it may apply (referred to in this Data Protection Notice as the "Services"), or you otherwise benefit from our Services (for example, as a dependent).

In order to provide our Services to you, we will collect and use your Personal Information. This Data Protection Notice explains how and why we do this, and outlines your rights in relation to your Personal Information.

Depending on the specific terms and conditions of our insurance agreement with the group, your Personal Information may be collected by any of the following entities (including but not limited to):

- Cigna Life Insurance Company of Europe S.A.-N.V., with corporate address in Belgium at Plantinen Moretuslei 309, 2140 Antwerp, Belgium, and subject to the prudential supervision of the National Bank of Belgium and to the supervision of the Financial Services and Markets Authority in the field of consumer protection.
- Cigna Life Insurance Company of Europe S.A.-N.V., UK Branch, a foreign branch of Cigna Life Insurance Company of Europe, S.A. N.V., with corporate address at 5 Aldermanbury Square, 13th Floor, London, England, EC2V 7HR and authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority in the UK.
- Cigna Europe Insurance Company S.A.-N.V., with corporate address in Belgium at Plantinen Moretuslei 309, 2140 Antwerp, Belgium, and subject to the prudential supervision of the National Bank of Belgium and to the supervision of the Financial Services and Markets Authority in the field of consumer protection.
- Cigna Europe Insurance Company S.A.-N.V., Brussels, Zurich Branch, a foreign branch of Cigna Europe Insurance Company S.A.-N.V., with corporate address at Europaallee 41, 8004 Zurich, Switzerland, existing under the laws of Switzerland, and registered in the commercial register of Canton Zurich.

The company collecting your Personal Information depends on the insurance entity which provides your insurance cover and can be found in your member booklet or certificate of

insurance. This company will be the data controller of the Personal Information collected to provide the Services to you.

In addition to this Data Protection Notice, some of our products and services may have their own notices (for example, the [Cigna Online and Mobile Privacy Notice](#), which describes in more detail how your Personal Information is used in a particular context).

## **PERSONAL INFORMATION**

“Personal Information” is the information that identifies and relates to you, or to other individuals which also benefit from our Services, such as your dependents. Your Personal Information may be provided to us by yourself or by a third party entitled to provide us with such information (e.g. your health care providers, your group, etc.).

Due to the nature of the Services you are entitled to, your Personal Information may contain sensitive data including, but not necessarily limited to, your medical condition and health status.

## **THE TYPES OF PERSONAL INFORMATION WE COLLECT**

The Personal Information we collect includes:

- > General information such as your name, address, contact details, date of birth, gender, relationship to the policyholder (where you are not the policyholder);
- > Identification information such as your national identification number, passport number or driving license number;
- > Information linked to the provision of the Services (for example, to review and pay your claims; to issue guarantee of payment/s when applicable);
- > Information about your job including job title or any other that may be strictly required to provide the Services to you, provided that there is a connection between the access to the Services and your job or job title;
- > Information relating to previous policies or claims;
- > Financial information such as your bank or payment details;

> Telephone recordings and other logs of your correspondence with us; and

> Sensitive data including details of your current and past physical and/or mental health.

We collect the Personal Information outlined above from a number of different sources, including from:

- > You directly, or from someone else on your behalf (such as a family member that you have formally authorised to do so);
- > Healthcare providers and other medical providers, and other third parties that are required to provide the Services to you (for example loss adjusters, claims handlers, experts (including medical experts));
- > Other third parties involved in the provision of the Services or linked to that provision such as a broker or another insurer, claimants, defendants;
- > Your group (as it may be applicable);
- > Medical reports and counsel opinions;
- > Emergency assistance;
- > Other companies within the Cigna corporate group as may be appropriate to provide the Services to you; and
- > Insurance industry fraud prevention and detection databases and sanctions screening tools.

As we are required to collect your Personal Information as a consequence of a contractual agreement with the group failure to provide this information may prevent or delay the fulfilment of these obligations. For example, if you do not provide certain Personal Information, we will not be able to provide you with the Services.

## **PURPOSE AND USE OF PERSONAL INFORMATION**

Your Personal Information is collected in order to provide the Services, administer your plan and, in general, conduct insurance business in line with the Services you are entitled to. We use your Personal Information to:

- > Provide insurance and assistance services including, for example, claim assessment, processing and settlement; and, where applicable, handle claim disputes;
- > Communicate with you and others, including the group, as part of our Services;
- > Send you important information regarding changes to our policies, other terms and conditions and other administrative information;
- > Make non-automated decisions about whether to provide the Services to you;
- > Provide improved quality, training and security (e.g. with respect to recorded or monitored phone calls to our contact numbers);
- > Continuously improve and test the quality of our Services (for example, conducting satisfaction surveys, research and analysis related to the Services);
- > Protect our business against fraud. This includes searching claims or fraud registers when dealing with insurance requests or claims in order to detect, prevent and investigate fraud;
- > Manage our infrastructure and business operations, and comply with internal policies and procedures, including those relating to auditing; finance and accounting; billing and collections; IT systems; business continuity; and records, document and print management;
- > Resolve complaints and handle requests;
- > Comply with applicable laws and regulatory obligations, including those relating to anti-money laundering and anti-terrorism; and respond to requests from public and governmental authorities and litigation; and
- > Establish and defend legal rights; protect our operations or those of any of our group companies or insurance business partners; safeguard our rights, privacy, safety or property, and/or that of our group companies, you or others; and pursue available remedies or limit our damages.

As outlined above, we may use your Personal Information for a number of different purposes that are always connected with

the Services we provide. Consequently, we will rely on the following legal grounds to use your Personal Information:

- > The use of your Personal Information is necessary for the performance of a contract to which you are a party;
- > We have a legal or regulatory obligation to use your Personal Information. For example, we will rely on this ground to comply with anti-money laundering and anti-terrorism obligations; and
- > We have a legitimate interest in using your Personal Information. We may rely on this legal ground for the purpose of providing improved quality, training and managing our infrastructure and operations. When collecting and processing your Personal Information under this ground we put in place robust safeguards to ensure that your privacy is protected and that our legitimate interests are not overridden by your interests or fundamental rights and freedoms.

Due to the nature of the Services you are entitled to, we may process sensitive data connected with the provision of such Services. In general, your consent is not required since we are permitted by applicable law to process such information as a healthcare insurance company. However we may collect your consent in specific situations where either the nature of the data to be disclosed and/or the requirements on the jurisdiction where you are on assignment or other applicable laws and regulations may require that consent.

## **DISCLOSURE OF YOUR PERSONAL INFORMATION**

If necessary for providing you with the Services you are entitled to, or for any of the purposes described in this Data Protection Notice, we may disclose your Personal Information with other parties. Disclosing your Personal Information means that we will provide your Personal Information to and/or that your Personal Information will be accessed by:

- > Cigna group companies. Access to Personal Information within Cigna is restricted to those individuals and entities who have a requirement to access the information for the purposes described in this Data Protection Notice;
- > Other insurance and distribution parties, such as other insurers; reinsurers; brokers and other intermediaries and agents and appointed representatives;
- > Healthcare providers and travel and medical assistance providers;

- > External third-party service providers, such as IT systems, support and hosting service providers; document and records management providers; translators; and similar third-party vendors and outsourced service providers that assist us in carrying out business activities;
- > External professional advisors and partners such as medical professionals, accountants, actuaries, auditors, experts, consultants, lawyers; banks and financial institutions that service our accounts; claim investigators, adjusters and others;
- > Investigative firms we brief to look into claims on our behalf in relation to suspected fraud;
- > Our regulators and other governmental or public authorities where necessary to comply with a legal or regulatory obligation;
- > The police and other third parties or law enforcement agencies, court, regulator, government authority or other similar third parties where necessary for the prevention or detection of crime or to comply with a legal or regulatory obligation; or otherwise to protect our rights or the rights of a third party;
- > Debt collection & Subrogation agencies;
- > Selected third parties in connection with any sale, transfer or disposal of our business;
- > Other third parties, such as emergency providers (fire, police and medical emergency services) and travel carriers;
- > Your group or a company acting on your group's behalf to monitor, audit or otherwise administer the Services and fulfil contractual obligations in relation to the Services. Consequently, the Personal Information that may be shared will be the minimum necessary to perform the Services you are entitled to. Under no circumstances will Cigna provide any sensitive information (i.e. medical information related to you) to the group without asking for previous express consent from you;
- > In addition to the above, we may need to share limited Personal Information with the group in case of an emergency medical evacuation or repatriation ("Emergency") to ensure that your health and safety and the best outcome for you, in case of an Emergency when outside your home country, is achieved. Please be aware that during an Emergency we will try to prevent the immediate and significant effects of illness,

injury or conditions which if left untreated would result in a significant deterioration of health and represent a threat to your life. During the complexity of those situations the interaction with your group may be required to provide additional assistance to try to ensure the best possible outcome during an evacuation and/or assess whether to provide other assistance to you out-with the Cigna plan. The Personal Information that may be shared will be the minimum necessary to conduct the evacuation or repatriation in line with the Services you are entitled to. The information that will be shared may be: date of evacuation or repatriation; location where the patient will be evacuated or repatriated from or to; medical conditions which has resulted in the need for the evacuation or repatriation and the medical necessities of the patient during the Emergency. Once you are safely medically repatriated or evacuated that sharing of information will cease immediately; and

> Registers of claims which are shared with other insurers in order to check information to detect and prevent fraudulent claims. The Personal Information put on these registers may include details of injuries.

For any of the categories of the recipients listed above, it should be noted that some of them may be located in the European Economic Area, while others can process and access your Personal Information from outside the European Economic Area, as described in the following section of the Data Protection Notice.

### **INTERNATIONAL TRANSFER OF PERSONAL INFORMATION OUTSIDE THE EUROPEAN ECONOMIC AREA**

Due to the global nature of the Services you are entitled to and the need to provide the group with compliance solutions to meet its needs and ensure that you have access to the Services in the location of your assignment, your Personal Information can be shared with and/or accessed by parties located in other countries outside the European Economic Area that have a different data protection regime than the one found in the country where the group, signing the contract with us, is located. The countries to which we may transfer your Personal Information may not be regarded by the European Commission as ensuring an adequate level of protection for Personal Information (for instance, the United States).

In any case, where we transfer your Personal Information to any of these countries, we will conduct the transfer in accordance with applicable data protection law. This may include ensuring that appropriate safeguards, such as contractual obligations, are put in place with respect to the protection of your Personal Information and your fundamental



rights and freedoms, and your rights in relation to your Personal Information. If you would like further information regarding the steps we take to safeguard your Personal Information, or to obtain a copy of the safeguards we put in place to protect it when it is transferred, please contact us using the details in the “Contact Us” section below.

Depending on the country of your assignment or location and the compliance requirements that may apply there you may receive additional privacy notices from us or from our partners.

## **RETAINING YOUR PERSONAL INFORMATION**

We ensure that proper procedures are in place to manage your Personal Information and to remove and/or archive it when necessary.

In general terms, we only retain your Personal Information for as long as is necessary to:

- > Provide you with the Services;
- > Fulfil the purposes outlined in this Data Protection Notice; and
- > Comply with our legal obligations and/or protect our rights.

When your group instructs us to terminate your access to the Services, we will protect your Personal information and will delete it once our retention period to comply with our legal or regulatory obligations and/or protects our rights has lapsed. Our default retention period is 10 years. However, depending on the jurisdiction that governs our contract and the type of information involved, our general retention period may vary between 7 to 10 years.

If you would like further information regarding the periods for which your Personal Information will be stored, please contact us using the details in the “Contact Us” section below.

## **MARKETING**

We may use your Personal Information to provide you with information about our products and services where you have provided your consent for us to do so. In certain circumstances, we may also use your Personal Information to contact you for marketing purposes where we have a legitimate interest to do so, in order to provide you with information about our other products

or services which we consider may be of interest to you. If you wish to unsubscribe from emails sent by us, you may do so at any time by clicking on the "unsubscribe" link that appears in all emails. Otherwise you can always contact us using the details set out in the “CONTACT US” section below to update your contact preferences. Please note, however, that we will continue to send you service related (non-marketing) communications.

## **YOUR RIGHTS**

Under data protection law you have certain rights in relation to the Personal Information that we hold about you. You may exercise, as may be applicable, these rights at any time by contacting us using the details set out in the “Contact Us” section below.

Your rights include:

The right to access your Personal Information

You are entitled to a copy of the Personal Information we hold about you and certain details about how we use it. There will not usually be a charge for dealing with these requests.

Your information will usually be provided to you in writing, unless otherwise requested, or where you have made the request by electronic means, in which case the information will be provided to you by electronic means where possible.

The right to rectification

We take reasonable steps to ensure that the Personal Information we hold about you is accurate and complete. However, if you do not believe this is the case, you can ask us to update or amend it.

The right to erasure

In certain circumstances, you have the right to ask us to erase your Personal Information. Please note that in some circumstances exercise of this right will mean we are unable to continue providing you with the Services as outlined above.

The right to object to, and/or to request restriction of processing

In certain circumstances, you are entitled to object to our processing of your Personal Information, or ask us to stop using your Personal Information. Please note that in some

circumstances exercise of these rights will mean we are unable to continue providing you with the Services.

#### The right to data portability

In certain circumstances, you have the right to ask that we provide your Personal Information to you in a commonly used electronic format, and to transfer any Personal Information that you have provided to us to another third party of your choice.

#### The right to object to marketing

You can request that we stop sending you marketing messages at any time by clicking on the "unsubscribe" button in any emails that we send to you or by contacting us using the details set out in the "CONTACT US" section of this Data Protection Notice. Please note that even if you exercise this right because you do not want to receive marketing messages, we may still send you service related communications where necessary.

#### The right not to be subject to automated decision-making (including profiling)

You have a right in some circumstances to not be subject to a decision based solely on automated means, but we do not base our decisions only on automated means.

#### The right to withdraw consent

As explained previously, we collect and process your Personal Information (including sensitive data) to provide the Services under different grounds, so that is why we do not ask for your consent.

#### The right to lodge a complaint with a data protection authority

You have a right to complain to your local data protection authority if you believe that any use of your Personal Information by us is in breach of applicable data protection laws and regulations.

Making a complaint will not affect any other legal rights or remedies that you have.

### SECURITY

We will take appropriate technical, physical, legal and organizational measures, which are consistent with applicable data protection laws to protect your Personal Information.

### CHANGES TO THIS DATA PROTECTION NOTICE

We may update this Data Protection Notice from time to time to ensure that it remains accurate. Please check back each time that you provide additional Personal Information to us. Where changes to the Notice will have a fundamental impact on the nature of our processing of your Personal Information, or otherwise have a substantial impact on you, we will give you sufficient advance notice so that you have the opportunity to exercise your rights in relation to your Personal Information.

This Data Protection Notice was last updated August 2022.

### CONTACT US

Data Protection Officer  
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