# WELLFLEET INSURANCE COMPANY

5814 Reed Road, Fort Wayne, Indiana 46835

## STUDENT HEALTH CERTIFICATE OF COVERAGE

## **POLICYHOLDER:**

POLICY NUMBER: POLICY EFFECTIVE DATE: POLICY TERMINATION DATE: STATE OF ISSUE: WESTERN ILLINOIS UNIVERSITY (Policyholder) WI2223ILSHIP202 August 1, 2022 July 31, 2023 Illinois

This Certificate of Coverage ("Certificate") explains the benefits available to You under a Policy between Wellfleet Insurance Company (hereinafter referred to as "We", "Us" or "Our") and the Policyholder. Amendments, riders or endorsements may be delivered with the Certificate or added thereafter.

## **INSURING AGREEMENTS**

**COVERAGE:** Benefits are provided to cover the expenses incurred due to a Covered Sickness or a Covered Injury which results in Covered Medical Expenses.

We will pay the benefits under the terms of the Policy in consideration of:

- 1. The application for the Policy; and
- 2. The payment of all premiums as set forth in the Policy.

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

Term of the Certificate This Certificate terminates at 11:59 p.m. local time at the Policyholder's address.

The following pages form a part of this Certificate as fully as if the signatures below were on each page.

This Certificate is executed for the Company by its President and Secretary.

#### READ THIS ENTIRE CERTIFICATE CAREFULLY. IT DESCRIBES THE BENEFITS AVAILABLE UNDER THIS CERTIFICATE. IT IS YOUR RESPONSIBILITY TO UNDERSTAND THE TERMS AND CONDITIONS IN THIS CERTIFICATE.

## Non-Participating One Year Term Insurance

## WARNING, LIMITED BENEFITS WILL BE PAID WHEN NON-PARTICIPATING PROVIDERS ARE USED.

You should be aware that when You elect to utilize the services of a non-participating provider for a covered service in non-emergency situations, benefit payments to such non-participating provider are not based upon the amount billed. The basis of Your benefit payment will be determined according to the Policy's fee schedule, usual and reasonable charge (which is determined by comparing charges for similar services adjusted to the geographical area where the services are performed), or other method as defined by the Policy. YOU CAN EXPECT TO PAY MORE THAN THE COINSURANCE AMOUNT DEFINED IN THE POLICY AFTER THE PLAN HAS PAID ITS REQUIRED PORTION. Non-participating providers may bill members for any amount up to the billed charge after the plan has paid its portion of the bill, except as provided in Section 356z.3a of the Illinois Insurance Code for covered services, (b) items or services furnished as a result of unforeseen, urgent medical needs that arise at the time the item or service is furnished, or (c) items or services received when the facility or the Out-of-Network Provider fails to satisfy the notice and consent criteria specified under Section 356z.3a. Participating providers have agreed to accept discounted payments for services with no additional billing to the member other than Coinsurance and Deductible amounts. You may obtain further information about the participating status of professional providers and information on out-of-pocket expenses by calling the toll-free telephone number on Your identification card.

Andrew M. DiGiorgio, President

Inglamodamo

Angela Adams, Secretary

Insured by:

Wellfleet Insurance Company 5814 Reed Road, Fort Wayne, IN 46835

Administrator:

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

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#### **SECTION I - ELIGIBILITY**

An Eligible Student must attend classes at the Policyholder's School for at least the first 31 days of the period for which he or she is enrolled and/or pursuant to his or her Visa requirements for the period for which coverage is elected.

Except in the case of withdrawal from School due to Sickness or Injury, any student who withdraws from the Policyholder's School during the first 31 days of the period for which he or she is enrolled shall not be covered under the insurance plan. A full refund of Premium will be made, minus the cost of any claim benefits paid by the Certificate. A student who graduates or withdraws after such 31 days of the period for which he or she is enrolled will remain covered under this Certificate for the term purchased and no refund will be allowed.

A student withdrawing due to a medical withdrawal due to a Sickness or Injury, must submit documentation or certification of the medical withdrawal to Us at least 30 days prior to the medical leave of absence from the School, if the medical reason for the absence and the absence are foreseeable, or 30 days after the date of the medical leave from School. The student withdrawing due to a medical withdrawal due to a Sickness or Injury will remain covered under the Certificate for the term purchased and no refund will be allowed.

All International Students are required to have a J-1, F-1, M-1 and their eligible Dependents (who are not U.S. citizens) are required to have a J-2, F-2, M-2 Visa to be eligible for this insurance plan.

We maintain the right to investigate eligibility status and attendance records to verify that the Certificate eligibility requirements have been and continue to be met. If We discover that the Certificate eligibility requirements have not been met, Our only obligation is refund of premium less any claims paid. Eligibility requirements must be met each time premium is paid to continue Coverage.

If You or Your Dependent has performed an act that constitutes fraud; or You have made an intentional misrepresentation of material fact during Your enrollment under this insurance plan in order to obtain coverage for a service, coverage will be terminated immediately upon written notice of termination delivered by Us to You and/or Your Dependent, as applicable. If termination is a result of Your action, coverage will terminate for You and Your Dependents. If termination is a result of Your Dependent's action, coverage will terminate for Your Dependent.

#### Who is Eligible

Class 1

#### **Description of Class(es)**

All full-time students of the Policyholder taking 9 or more credit hours; graduate assistants with the Policyholder and enrolled in on-campus classes; WESL students of the Policyholder taking 1 or more credit hours; and Spoon River College students of the Policyholder residing in University housing.

**Class 1**: All students, as determined by the Policyholder, are eligible for coverage under the Policy. Eligible students are required to have health insurance coverage and will be automatically enrolled in the Student Health Insurance Plan at registration and the premium will be added to the student's tuition fees unless proof of comparable coverage is provided by completing the waiver.

Dependents are eligible for coverage under this plan.

Your Dependent may become eligible for coverage under this Certificate only when You become eligible; or within 60 days of a Qualifying Life Event.

## SECTION II – EFFECTIVE AND TERMINATION DATES

Effective Dates: Your Insurance under this Certificate will become effective on the later of:

- 1. The Policy Effective Date;
- 2. The beginning date of the term of coverage for which premium has been paid;
- 3. The day after Enrollment (if applicable) and premium payment is received by Us, Our authorized agent or the School;
- 4. The day after the date of postmark if the Enrollment form is mailed; or
- 5. For International Students, the departure date to his or her Home Country to travel to the Country of Assignment. The scheduled arrival in the Country of Assignment must be not more than 48 hours later than the departure from the Home Country.

Dependent's coverage, becomes effective on the later of:

- 1. The date Your coverage becomes effective; or
- 2. The date Your Dependent is enrolled for coverage, provided premium is paid when due.
- 3. The day after the date of postmark when the Enrollment Form is mailed; or
- 4. The beginning date of the term for which premium has been paid; or
- 5. The day after the date the required individual Enrollment Form and premium payment are received by Us or Our authorized agent. This applies only when premium payment is made within 31 days of Your enrollment in the School's insurance plan; or
- 6. The Policy Effective Date.

## Special Enrollment – Qualifying Life Event

You, and Your Spouse or Child can also enroll for coverage within 60 days of the loss of coverage in a health plan if coverage was terminated because You, Your Spouse or Child are no longer eligible for coverage under the other health plan due to:

- 1. Involuntary termination of the other health plan;
- 2. Death of the Spouse;
- 3. Legal separation, divorce or annulment;
- 4. A Child no longer qualifies for coverage as a Child under the other health plan.

You, Your Spouse or Child can also enroll 60 days from exhaustion of Your COBRA or continuation coverage or if You gain a Dependent or become a Dependent through marriage, birth, adoption or placement for adoption.

We must receive notice and Premium payment within 60 days of the loss of coverage. The Effective Date of Your coverage will depend on when We receive proof of Your loss of coverage under another health plan and appropriate premium payment. Your coverage shall take effect on the latest of the following dates: (1) this Policy Effective Date; (2) the day after the date for which You lose Your coverage providing premium for Your coverage has been paid; (3) the date the Policyholder's term of coverage begins; or (4) the date You become a member of an eligible class of persons.

In addition, You, and Your Spouse or Child can also enroll for coverage within 60 days of the occurrence of one of the following events:

- 1. You or Your Spouse or Child loses eligibility for Medicaid or a state child health plan.
- 2. You or Your Spouse or Child becomes eligible for Medicaid or a state child health plan.

We must receive notice and Premium payment within 60 days of the loss of 1 of these events. The Effective Date of Your coverage will depend on the date We receive Your completed enrollment information and required premium.

Termination Dates: Your insurance will terminate on the earliest of:

- 1. The date this Certificate terminates; or
- 2. The end of the period of coverage for which premium has been paid; or
- 3. The date You cease to be eligible for the insurance; or
- 4. The date You enter military service; or
- 5. For International Students, the date they cease to meet Visa requirements; or

- 6. For International Students, the date they depart the Country of Assignment for their Home Country (except for scheduled School breaks); or
- 7. On any premium due date the Policyholder fails to pay the required premium for You except as the result of an inadvertent error and subject to any Grace Period provision.

Your Dependent's insurance will terminate on the earliest of:

- 1. The date Your insurance ends; or
- 2. The date Your Dependent cease to be eligible for the insurance; or
- 3. The end of the period of coverage for which premium has been paid.

#### **Dependent Child Coverage:**

**Newly Born Children** – A newly born child of Yours will be covered from the moment of birth. Such newborn child will be covered for Covered Injury or Covered Sickness for an initial period of 31 days. This includes the necessary care and Treatment of medically diagnosed congenital defects and birth abnormalities from the moment of birth. If additional premium is required, to continue coverage beyond this initial 31-day period, You must notify Us of the birth so We can generate an updated premium bill so a timely premium payment is made. If an additional premium is not required, We request that the Insured Student notify Us of the birth to ensure proper claims adjudication.

Adopted and Foster Children – Dependent Child Coverage also applies to a legally adopted child or a Dependent child not residing with the Insured Student (foster child). A child in the custody of the Insured Student pursuant to an interim court order of adoption is considered an adopted child or a child placed for adoption irrespective of whether the adoption has become final.

We must receive:

- 1. Notification of a child's placement for adoption or foster care within 31 days of the placement; and
- 2. Any premium required for the child.

We will provide coverage for the child placed for adoption or foster care as long as You:

- 1. Have custody of the child;
- 2. Your coverage under this Certificate remains in effect; and
- 3. The required premiums are furnished to Us.

As it pertains to this provision:

**Child** means, in connection with an adoption or placement for adoption or foster care, an individual who has not attained the age of 18 as of the date of the adoption or placement for adoption or foster care.

**Placement for adoption** means the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of the adoption of a child. The child's placement with a person terminates upon the termination of the legal obligation.

#### Disabled Children: If:

- 1. There is Dependent coverage; and
- 2. This Certificate provides that coverage of a Dependent child will terminate upon attainment of a specified age.

We will not terminate the coverage of such child due to attainment of that age while the child is and continues to be both:

- 1. Incapable of self-sustaining employment by reason of developmental disability or physical disability; and
- 2. Chiefly dependent upon You for support and maintenance.

Proof of such incapacity and dependence shall be furnished to Us within 31 days of the child's attainment of the limiting age. Upon request, We may require proof satisfactory to Us of the continuance of such incapacity and dependency. We may not request this more frequently than annually after the 2-year period following the child's attainment of the limiting age.

**Extension of Benefits:** Coverage under this Certificate ceases on the Termination Date of Your insurance coverage. However, coverage for You will be extended as follows:

1. If You are Hospital Confined for Covered Injury or Covered Sickness on the date Your insurance coverage terminates, We will continue to pay benefits for that Covered Injury or Covered Sickness for up to 90 days from the Termination Date while such Confinement continues.

Dependents that are newly acquired during Your Extension of Benefits period are not eligible for benefits under this provision.

#### **Medical Leave of Absence Continuation**

If a Dependent child who is a full-time student takes a Medically Necessary leave of absence from school, coverage for that Dependent will continue for a period of 12 months or until the Insured Student's termination date of coverage, whichever comes first. The period of coverage under this paragraph shall commence on the first day of the medical leave of absence from the school or on the date the Physician determines the Covered Injury or Covered Sickness prevented the Dependent child from attending school, whichever comes first. Documentation or certification of the medical leave of absence from the school, if the medical reason for the absence and the absence are foreseeable, or 30 days after the start date of the medical leave of absence from school.

**Reinstatement Of Reservist After Release From Active Duty:** If Your insurance or an eligible Dependent's insurance ends due to Your being called or ordered to active duty, such insurance will be reinstated without any waiting period when You return to School and satisfy the eligibility requirements defined by the School or College.

**Refund of Premium:** Premiums received by Us are fully earned upon receipt. Refund of Premium will be considered only:

- 1. If a student ceases to be eligible for the insurance and coverage is terminated prior to the next premium due date, a pro rata refund of Premium (less any claims paid) will be made for such person. Insurance for the student's covered Dependent(s) will end when insurance for the student ends.
- 2. For any student who withdraws from School during the first 31 days of the period for which he or she is enrolled for a reason other than withdrawal due to Sickness or Injury. Such a student will not be covered under this Certificate and a full refund of the Premium will be made (less any claims paid) when written request is made within 90 days of withdrawal from School. Insurance for the student's covered Dependent(s) will end when insurance for the student ends.
- 3. For an Insured Student entering the Armed Forces of any country. Such a student will not be covered under this Certificate as of the date of his/her entry into the service. A pro rata refund of Premium (less any claims paid) will be made upon written request received by Us within 90 days of withdrawal from School. Insurance for the student's covered Dependent(s) will end when insurance for the student ends.
- 4. For an Insured International Student departing School to return to his or her Home Country on a permanent basis. We will refund a pro rata refund of Premium (less any claims paid) when written request and proof from the Policyholder that the student is no longer an eligible person is received by Us within 60 days of such departure. Insurance for the student's covered Dependent(s) will end when insurance for the student ends.

#### **SECTION III – DEFINITIONS**

These are key words used in this Certificate. They are used to describe the Policyholder's rights as well as Ours. Reference should be made to these words as the Certificate is read.

Accident means a sudden, unforeseeable external event which directly and from no other cause, results in an Injury.

Actual Charge means the charge for the Treatment by the provider who furnishes it.

**Ambulance Service** means transportation to or from a Hospital by a licensed Ambulance whether ground, air or water Ambulance, in a Medical Emergency.

Ambulatory Surgical Center means a facility which meets licensing and other legal requirements and which:

- 1. Is equipped and operated to provide medical care and Treatment by a Physician;
- 2. Does not provide services or accommodations for overnight stays;
- 3. Has a medical staff that is supervised full-time by a Physician;
- 4. Has full-time services of a licensed registered Nurse at all times when patients are in the facility;
- 5. Has at least one operating room and one recovery room and is equipped to support any surgery performed;
- 6. Has x-ray and laboratory diagnostic facilities;
- 7. Maintains a medical record for each patient; and
- 8. Has a written agreement with at least one Hospital for the immediate transfer of patients who develop complications or need Confinement.

Anesthetist means a Physician or Nurse who administers anesthesia during a surgical procedure. He or she may not be an employee of the Hospital where the surgical procedure is performed.

Assistant Surgeon means a Physician who assists the Surgeon who actually performs a surgical procedure.

**Brand-Name Prescription Drug** means a Prescription Drug whose manufacture and sale is controlled by a single company as a result of a patent or similar right. Refer to the Formulary for the tier status.

Certificate: The Certificate issued by Us, including the Schedule of Benefits and any attached riders.

**Civil Union or Domestic Partner:** Two individuals who, together, each meet all of the following criteria set forth below:

- 1. Are 18 years of age or older.
- 2. Are competent to enter into a contract.
- 3. Are not legally married to, nor the Civil Union or Domestic Partner of, any other person.
- 4. Are not related by marriage.
- 5. Are not related by blood closer than permitted under marriage laws of the state in which they reside.
- 6. Have entered into the Civil Union or Domestic Partner relationship voluntarily, willingly, and without reservation.
- 7. Have entered into a relationship which is the functional equivalent of a marriage, and which includes joint responsibility for each other's basic living expenses
- 8. Have been living together as a couple for at least six (6) months prior to obtaining the Coverage provided under this Policy and the Certificate.
- 9. Intend to continue the Civil Union or Domestic Partner relationship indefinitely, while understanding that the relationship is terminable at the will of either partner.
- 10. A copy of the signed affidavit may be required upon enrollment.

**Coinsurance** means the percentage of Covered Medical Expenses that We pay. The Coinsurance percentage is stated in the Schedule of Benefits. The Coinsurance is separate and not part of the Deductible and Copayment.

**Complications of Pregnancy** means conditions that require Hospital Confinements before the pregnancy ends and whose diagnoses are distinct from but caused or affected by pregnancy. These conditions are acute nephritis or nephrosis, cardiac decompensation, missed abortion, or similar conditions as severe as these.

Complications of Pregnancy also include non-elective cesarean section, termination of an ectopic pregnancy, and spontaneous termination when a live birth is not possible. (This does not include voluntary abortion.)

Complications of Pregnancy do not include false labor, occasional spotting or Physician prescribed rest during the period of pregnancy, morning Sickness, preeclampsia, and similar conditions not medically distinct from a difficult pregnancy.

**Confinement/Confined** means an uninterrupted stay following admission to a health care facility. The readmission to a health care facility for the same or related condition, within a 7 day period, will be considered a continuation of the Confinement. Confinement does not include Observation Services, which is a review or assessment of 48 hours or less, of a condition that does not result in admission to a Hospital or health care facility.

**Copayment** means a specified dollar amount You must pay for specified Covered Medical Expenses. Any Copayment amounts are shown in the Schedule of Benefits.

**Country of Assignment** means the country in which an Eligible International Student, scholar or visiting faculty member is:

- 1. Temporarily residing; and
- 2. Actively engaged in education or educational research related activities sponsored by the National Association for Foreign Student Affairs or its Member Organizations.

**Covered Injury/Injury** means a bodily injury due to an unforeseeable, external event which results independently of disease, or bodily infirmity. All injuries sustained in any one Accident, all related conditions and recurrent symptoms of these injuries are considered a single Injury.

Covered Medical Expense means those Medically Necessary charges for any Treatment, service, or supplies that are:

- 1. Not in excess of the Usual and Customary Charge therefore;
- 2. Not in excess of the charges that would have been made in the absence of this insurance;
- 3. Not in excess of the Negotiated Charge; and
- 4. Incurred while Your Certificate is in force, except with respect to any expenses payable under the Extension of Benefits Provision.

**Covered Sickness** means an illness, disease or condition including pregnancy and Complications of Pregnancy that impairs Your normal function of mind or body and which is not the direct result of an Injury which results in Covered Medical Expenses. Covered Sickness includes Mental Health Disorders and Substance Use Disorders.

**Custodial Care** means care that is mainly for the purpose of meeting non-medical personal needs. This includes help with activities of daily living and taking medications. Activities of daily living include: bathing, dressing or grooming, eating, toileting, walking and getting in and out of bed. Custodial Care can usually be provided by someone without professional and medical skills or training.

**Deductible** means the dollar amount of Covered Medical Expenses You must pay before benefits are payable under this Certificate. The amount of the Deductible, if any, will be shown in the Schedule of Benefits.

Dental provider means any individual legally qualified to provide dental services or supplies.

## Dependent means:

- 1. An Insured Student's lawful Spouse (as defined);
- 2. An Insured Student's dependent biological or adopted or foster child or stepchild who is a non-military dependent under age 26;
- 3. An Insured Student's unmarried child who is a military veteran dependent, who is under age 30, and who is an Illinois resident. To be eligible such veteran dependent must have:
  - a. service in the active or reserve components of the U.S. Armed Forces, including the National Guard;
  - b. received a release or discharge other than a dishonorable discharge; and
- 4. submitted proof of service using a DD2-14 (Member 4 or 6) form, otherwise known as a "Certificate of Release or Discharge from Active Duty." For information on obtaining this form, call the Illinois Department of Veterans' Affairs at 1-800-437-9824 or the U.S. Department of Veterans' Affairs at 1-800-827-1000; and
- 5. An Insured Student's unmarried biological or adopted or foster child or stepchild who has reached age 26 and who is:

- a. primarily dependent upon the Insured Student for support and maintenance; and
- b. incapable of self-sustaining employment by reason of intellectual disability, mental illness or disorder or physical disability.

Proof of the child's incapacity or dependency must be furnished to Us for an already enrolled child who reaches the age limitation, or when an Insured Student enrolls a new disabled child under the plan.

#### Durable Medical Equipment means a device which:

- 1. Is primarily and customarily used for medical purposes, is specially equipped with features and functions that are generally not required in the absence of Sickness or Injury and is able to withstand repeated use;
- 2. Is used exclusively by You;
- 3. Is routinely used in a Hospital but can be used effectively in a non-medical facility;
- 4. Can be expected to make a meaningful contribution to treating Your Sickness or Injury; and
- 5. Is prescribed by a Physician and the device is Medically Necessary for Rehabilitation.

Durable Medical Equipment does not include:

- 1. Comfort and convenience items;
- 2. Equipment that can be used by Immediate Family Members other than You;
- 3. Health exercise equipment; and
- 4. Equipment that may increase the value of Your residence.

Effective Date means the date coverage becomes effective.

**Elective Surgery or Elective Treatment** means those health care services or supplies not Medically Necessary for the care and Treatment of a Covered Injury or Covered Sickness. Elective surgery does not include Plastic, Cosmetic, or Reconstructive Surgery required to correct an abnormality caused by a Covered Injury or Covered Sickness.

Eligible Student means a student who meets all eligibility requirements of the School named as the Policyholder.

**Emergency Medical Condition** means a Covered Sickness or Injury for which immediate medical Treatment is sought at the nearest available facility. The Condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain), regardless of the final diagnosis given, that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following:

- 1. Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- 2. Serious impairment to bodily functions; or
- 3. Serious dysfunction of any bodily organ or part;
- 4. Inadequately controlled pain; or
- 5. With respect to a pregnant woman who is having contractions:
  - a. Inadequate time to complete a safe transfer to another Hospital before delivery; or
  - b. A transfer to another Hospital may pose a threat to the health or safety of the woman or unborn child.

**Emergency Services** means, with respect to an Emergency Medical Condition: transportation services, including but not limited to Ambulance Services, a medical screening examination that is within the capability of the emergency department, including ancillary services routinely available to the emergency department, and covered inpatient and outpatient services furnished by a Hospital, independent freestanding emergency department, or Physician qualified to furnish those services that are needed to evaluate or Stabilize an Emergency Medical Condition. Coverage also includes Post-Stabilization services after You are Stabilized. Post-Stabilization services include undergoing outpatient Observation Services, or an inpatient or outpatient stay with respect to the visit in which the other Emergency Services are furnished. The Post-Stabilization services will no longer qualify as Emergency Services once You can travel using non-medical or non-emergency transportation and You are in a condition to receive notice of, and to consent to, Out-of-Network Treatment.

**Essential Health Benefits** mean benefits that are defined in section 1302(b) of the Patient Protection and Affordable Care Act and as further defined by the Secretary of the United States Department of Health and Human Services and includes the following categories of Covered Services:

- 1. Ambulatory patient services;
- 2. Emergency Services;
- 3. Hospitalization;
- 4. Maternity and newborn care;
- 5. Mental Health Disorder and Substance Use Disorder services, including behavioral health Treatment;
- 6. Prescription drugs;
- 7. Rehabilitation and Habilitation services and devices;
- 8. Laboratory services;
- 9. Preventive and wellness services and chronic disease management; and
- 10. Pediatric services, including oral and vision care.

**Experimental/Investigative** means the service or supply has not been demonstrated in scientifically valid clinical trials and research studies to be safe and effective for a particular indication. For further explanation, see definition of Medically Necessary/Medical Necessity provision.

**Formulary** means a list of medications designed to manage prescription costs without affecting the quality of care by identifying and encouraging use of the most clinically effective and cost-effective medications. The Formulary indicates the type of drug and tier status.

**Generic Prescription Drug** means any Prescription Drug that is not a Brand-Name Prescription Drug. Refer to the Formulary for the tier status.

**Habilitation Services** means health care services that help You keep, learn, or improve skills and functions for daily living. Habilitation Services may include such services as Physical Therapy, occupational therapy, and speech therapy.

**Home Country** means Your country of citizenship. If You have dual citizenship, Your Home Country is the country of the passport You used to enter the United States. Your Home Country is considered the Home Country for any International Dependent of Yours while insured under this Certificate.

#### Home Health Care Agency means an agency that:

- 1. Is constituted, licensed and operated under the provision of Title XVIII of the Federal Social Security Act, or qualified to be so operated if application was made, and certified by the jurisdiction in which the Home Health Care plan is established; and
- 2. Is engaged primarily in providing Skilled Nursing Facility services and other therapeutic services in Your Home under the supervision of a Physician or a Nurse; and
- 3. Maintains clinical records on all patients.

Home Health Care means the continued care and treatment if:

- 1. Your institutionalization would have been required if Home Health Care was not provided; and
- 2. Your Physician establishes and approves in writing the plan of treatment covering the Home Health Care service; and
- 3. Home Health Care is provided by:
  - a. a Hospital that has a valid operating certificate and is certified to provide Home Health Care services; or
  - b. a public or private health service or agency that is licensed as a Home Health Care Agency under title 19, subtitle 4 of the General Health Article to provide coordinated Home Health Care.

**Hospice**: means a coordinated plan of home and Inpatient care which treats the terminally ill patient and family as a unit. It provides care to meet the special needs of a family unit during the final stages of a terminal illness and during the bereavement. Care is provided by a team of: trained medical personnel, homemakers, and counselors. The team acts under an independent Hospice administration. It helps the family unit cope with: physical, psychological, spiritual, social, and economic stresses.

**Hospital:** A facility which provides diagnosis, treatment, and care of persons who need acute Inpatient Hospital care under the supervision of Physicians and provides 24-hour nursing service by Registered Nurses on duty or call. It must be licensed as a general acute care Hospital according to state and local laws. Hospital shall also include a psychiatric health facility for the treatment of mental or psychoneurotic disorders. Hospital also includes tax- supported institutions, which are not required to maintain surgical facilities.

Hospital also includes an Ambulatory Surgical Center or ambulatory medical center; and a birthing facility certified and licensed as such under the laws where located. It shall also include Rehabilitation facilities if such is specifically required for Treatment of physical disability.

Facilities primarily treating drug addiction or Alcoholism that are licensed to provide these services are also included in this definition. Hospital does not include a place primarily for rest, the aged, a place for educational or Custodial Care or Hospice.

Immediate Family Member means You and Your Spouse or the parent, child, brother or sister of You or Your Spouses.

**In-Network Providers** are Physicians, Hospitals and other healthcare providers who have contracted with Us to provide specific medical care at negotiated prices.

**Inpatient Rehabilitation Facility** means a licensed institution devoted to providing medical and nursing, care over a prolonged period, such as during the course of the Rehabilitation phase after an acute sickness or injury.

Insured Person means an Insured Student or Dependent of an Insured Student while insured under this Certificate.

Insured Student means a student of the Policyholder who is eligible and insured for coverage under this Certificate.

#### **International Student** means an international student:

- 1. With a current passport and a student Visa;
- 2. Who is temporarily residing outside of his or her Home Country; and
- 3. Is actively engaged as a student or in educational research activities through the Policyholder.

In so far as this Certificate is concerned, permanent residents or those who have applied for Permanent Residency Status are not considered to be an International Student.

Loss means medical expense caused by an Injury or Sickness which is covered by this Certificate.

**Medically Necessary** or **Medical Necessity** means health care services that a Physician, exercising prudent clinical judgment, would provide for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- 1. In accordance with generally accepted standards of medical practice;
- 2. clinically appropriate, in terms of type, frequency, extent, site and duration and considered effective for an illness, injury or disease; and
- 3. not primarily for the convenience of an Insured Person, Physician or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or Treatment of an Insured Person's illness, injury or disease.

The fact that any particular Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Mental Health Disorder** means a condition or disorder that substantially limits the life activities of an Insured Person with the disorder. Mental Health Disorders must be listed in the most recent version of either the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association or the International Classification of Disease Manual (ICD) published by the World Health Organization. This includes coverage for eating disorders including but not limited to anorexia nervosa, bulimia, pica, rumination disorders, avoidant/restrictive food intake disorder and any other eating disorders as outlined in the most recent DSM.

Negotiated Charge means the amount an In-Network Provider will accept as payment in full for Covered Medical Expenses.

Nurse means a licensed Registered Nurse (R.N.) or Licensed Practical Nurse (L.P.N.) who:

- 1. Is properly licensed or certified to provide medical care under the laws of the state where the Nurse practices; and
- 2. Provides medical services which are within the scope of the Nurse's license or certificate who does not ordinarily reside in Your home or is not related to You by blood or marriage.

**Observation Services** are Hospital outpatient services provided to help a Physician decide whether to admit or discharge You. These services include use of a bed and periodic monitoring by nursing or other licensed staff.

**Organ Transplant** means the moving of an organ from one (1) body to another or from a donor site to another location of the person's own body, to replace the recipient's damaged, absent or malfunctioning organ.

**Out-of-Network Providers** are Physicians, Hospitals and other healthcare providers who have not agreed to any prearranged fee schedules.

**Out-of-Pocket Maximum** means the most You will pay during a Policy Year before Your Coverage begins to pay 100% of the allowed amount. Refer to the Out-of-Pocket Maximum in the Description of Benefits section for details on how the Out-of-Pocket Maximum applies. This limit will never include Premium, balance-billed charges or health care this Certificate does not cover.

**Physical Therapy** means any form of the following:

- 1. Physical or mechanical therapy;
- 2. Diathermy;
- 3. Ultra-sonic therapy;
- 4. Heat Treatment in any form; or
- 5. Manipulation or massage.

**Physician** means a health care professional practicing within the scope of his or her license and is duly licensed by the appropriate state regulatory agency to perform a particular service which is covered under this Certificate, and who is not:

1. You;

- 2. An Immediate Family Member; or
- 3. A person employed or retained by You.

Policy Year means the period of time measured from the Policy Effective Date to the Policy Termination Date.

**Preadmission Testing** means tests done in conjunction with and within 5 days of a scheduled surgery where an operating room has been reserved before the tests are done.

**Qualifying Life Event** means an event that qualifies a Student to apply for coverage for him/herself or for the Insured Student's Dependent due to a Qualifying Life Event under this Certificate.

Qualifying Payment Amount means the median Negotiated Charge for:

- 1. the same or similar services;
- 2. furnished in the same or similar facility;
- 3. by a provider of the same or similar specialty;
- 4. in the same or similar geographic area.

## **Recognized Amount** means:

- 1. an amount determined by an All-Payer Model Agreement under the Social Security Act, if adopted by Your state;
- 2. if there is no applicable All-Payer Model Agreement, an amount determined by a specified state law; or

- 3. if neither of the above apply, the lesser of:
  - a. the Actual Amount billed by the provider or facility; or
  - b. the Qualifying Payment Amount.

Rehabilitation means the process of restoring Your ability to live and work after a disabling condition by:

- 1. Helping You achieve the maximum possible physical and psychological fitness;
- 2. Helping You regain the ability to care for Yourself;
- 3. Offering assistance with relearning skills needed in everyday activities, with occupational training and guidance with psychological readjustment.

**Reservist** means a member of a reserve component of the Armed Forces of the United States. Reservists also includes a member of the State National Guard and the State Air National Guard.

School or College means the college or university attended by the Insured Student.

Skilled Nursing Facility means a facility, licensed, and operated as set forth in applicable state law, which:

- 1. Mainly provides inpatient care and Treatment for persons who are recovering from an illness or injury;
- 2. Provides care supervised by a Physician;
- 3. Provides 24 hour per day nursing care supervised by a full-time Registered Nurse;
- 4. Is not a place primarily for the care of the aged, Custodial or Domiciliary Care, or Treatment of alcohol or drug dependency; and
- 5. Is not a rest, educational, or custodial facility or similar place.

**Sound, Natural Teeth** means natural teeth. The major portion of a tooth must be present, regardless of fillings, and not carious, abscessed or defective. Sound, Natural Teeth will not include capped teeth.

**Spouse** means an eligible individual who is legally married to the Insured Student under the laws of the state or jurisdiction in which the marriage was performed. A Spouse also includes the Insured Student's Civil Union or Domestic Partner.

**Stabilize/Stabilization and Post-Stabilization** 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 or Student Infirmary** means an on-campus facility or a designated facility by the Policyholder that provides:

- 1. Medical care and Treatment to Sick or Injured students; and
- 2. Nursing services.

A Student Health Center or Student Infirmary does not include:

- 1. Medical, diagnostic and Treatment facilities with major surgical facilities on its premises or available on a prearranged basis; or
- 2. Inpatient care.

**Substance Use Disorder** means any condition or disorder that substantially limits the life activities of an Insured Person with the disorder. Substance Use Disorders must be listed in the most recent version of either the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association or the International Classification of Disease Manual (ICD) published by the World Health Organization.

Surgeon means a Physician who actually performs surgical procedures.

**Surprise Billing** is an unexpected balance bill. This can happen when You can't control who is involved in Your carelike when You have an Emergency Medical Condition or when You schedule a visit at an In-Network Hospital or Ambulatory Surgical Center but are unexpectedly treated by an Out-of-Network Provider.

**Telehealth Services** means the evaluation, diagnosis, or interpretation of electronically transmitted patient-specific data between a remote location and a licensed health care professional that generates interaction or Treatment recommendations.

Telehealth Services includes Telemedicine and the delivery of health care services, including Mental Health Disorder Treatment and Substance Use Disorder Treatment and services, regardless of patient location, provided by way of an interactive telecommunications system, asynchronous store and forward system, remote patient monitoring technologies, e-visits, or virtual check-ins.

As used in this definition:

**Remote patient monitoring** means the use of connected digital technologies or mobile medical devices to collect medical and other health data from a patient at one location and electronically transmit that data to a health care professional or facility at a different location for collection and interpretation.

**Virtual check-in** means a brief patient-initiated communication using a technology-based service, excluding facsimile, between an established patient and a health care professional. Virtual check-in does not include communications from a related office visit provided within the previous 7 days, nor communications that lead to an office visit or procedure within the next 24 hours or soonest available appointment.

**Telemedicine** means the practice of health care delivery, diagnosis, consultation, Treatment, transfer of medical data, and education using interactive audio, video, or data communications involving a real time (synchronous) or near real time (asynchronous) two-way transfer of medical data and information. Neither a telephone conversation nor an electronic messaging between a Physician and You constitutes "Telemedicine".

**Treatment** means the medical care of a Covered Injury or Covered Sickness by a Physician who is operating within the scope of his or her license. Such care includes diagnostic, medical, surgical or therapeutic services, medical advice, consultation, recommendation, and/or the taking of drugs or medicines or the prescriptions thereof.

**Urgent Care** means short-term medical care performed in an Urgent Care Center for non-life-threatening conditions that can be mitigated or require care within 48 hours of onset.

**Urgent Care Center** is a category of walk-in clinic focused on the delivery of ambulatory care in a dedicated medical facility outside of a traditional emergency department. Urgent Care Centers primarily treat non-life-threatening conditions that require immediate care but are not serious enough to require an emergency department visit. Urgent Care Centers can also provide a variety of routine services like exams, physicals, vaccines, and lab services.

**Usual and Customary Charge is the** amount of an Out-of-Network Provider's charge that is eligible for coverage. You are responsible for all amounts above what is eligible for coverage.

The Usual and Customary Charge depends on the geographic area where You receive the service or supply. The table below shows the method for calculating the Usual and Customary Charge for specific services or supplies:

Service or Supply	Usual and Customary Charge
Professional services and other services or supplies not mentioned below	The Reasonable amount rate
Services of hospitals and other facilities	The Reasonable amount rate

Special terms used

- Geographic area is normally based on the first 3 digits of the U.S. Postal Service zip codes. If We determine We need more data for a particular service or supply, We may base rates on a wider geographic area such as an entire state.
- "Reasonable amount rate" means Your plan has established a reasonable rate amount as follows:

Service or Supply	Reasonable Amount Rate
Professional services and Inpatient and	The lesser of:
outpatient charges of hospitals	1. The billed charge for the services; or
	2. An amount determined using current publicly-available
	data which is usual and customary when compared with
	the charges made for a) similar services and supplies and
	b) to persons having similar medical conditions in the
	geographic area where service is rendered; or
	3. An amount based on information provided by a third
	party vendor, which may reflect 1 or more of the
	following factors: 1) the complexity or severity of
	Treatment; 2) level of skill and experience required for
	the Treatment; or 3) comparable providers' fees and
	costs to deliver care; or
	4. In the case of Emergency Services from an Out-of-
	Network Provider or facility, and certain non-emergency
	Treatment by an Out-of-Network Provider at an In-
	Network Hospital or Ambulatory Surgical Center, the
	Recognized Amount.

Our reimbursement policies

We reserve the right to apply Our reimbursement policies to all Out-of-Network services including involuntary services. Our reimbursement policies may affect the Usual and Customary Charge. These policies consider:

- The duration and complexity of a service
- When multiple procedures are billed at the same time, whether additional overhead is required
- Whether an Assistant Surgeon is necessary for the service
- If follow-up care is included
- Whether other characteristics modify or make a particular service unique
- When a charge includes more than one claim line, whether any services described by a claim line are part of or related to the primary service provided
- The educational level, licensure or length of training of the provider

In some instances, We may negotiate a lower rate with Out-of-Network Providers.

Our reimbursement policies are based on Our review of:

- The Centers for Medicare and Medicaid Services' (CMS) National Correct Coding Initiative (NCCI) and other external materials that say what billing and coding practices are and are not appropriate;
- Generally accepted standards of medical and dental practice;
- The views of Physicians and dentists practicing in the relevant clinical areas.

We use commercial software to administer some of these policies. The policies may be different for professional services and facility services.

No payment will be made under this Certificate for any expenses incurred which, in Our judgment, are in excess of Usual and Customary Charges.

You, or Your(s) means an Insured Person, Insured Student, or Dependent of an Insured Student while insured under this Certificate.

**Visa** means the document issued by the United States Government that permits an individual to participate in the educational activities of a college, university or other institution of higher learning either as a student or in another academic capacity. An International Student must have and maintain a valid Visa, either an F-1 (Academic), J-1 (Exchange) or M-1(Vocational) in order to continue as a student in the United States.

We, Us, or Our means Wellfleet Insurance Company or its authorized agent. Also referred to as the Company.

## SECTION IV – HOW THE PLAN WORKS AND DESCRIPTION OF BENEFITS

#### Schedule of Benefits

The following are shown in the Schedule of Benefits:

- Deductible;
- Any specified benefit maximums;
- Coinsurance percentages;
- Copayment amounts; and
- Out-of-Pocket Maximums.

## How the Deductible Works

#### Deductible

The Deductible amount (if any) is shown in the Schedule of Benefits. This dollar amount is what You have to incur in Covered Medical Expenses before benefits are payable under this Certificate. This amount will apply on an individual or family basis. The Deductible applies to all Covered Medical Expenses, unless specifically noted. Any expenses that You incur that are not Covered Medical Expenses are not applied toward Your Deductible.

Covered Medical Expenses applied to the In-Network Provider Deductible will not apply to the Out-of-Network Provider Deductible. Covered Medical Expenses applied to the Out-of-Network Provider Deductible will not apply to the In-Network Provider Deductible.

## Individual

The Deductible is an amount the individual must incur for In-Network Provider and Out-of-Network Provider Covered Medical Expenses before the plan pays. This Deductible applies separately to You and each of Your covered Dependents. After the amount of Covered Medical Expenses You incur reaches the Deductible, this plan will pay for Covered Medical Expenses as shown on the Schedule of Benefits for the rest of the Policy Year.

## Family

This is the amount of Covered Medical Expenses You and Your Covered Dependents must incur for In-Network Provider and Out-of-Network Provider Covered Medical Expenses. After the amount of Covered Medical Expenses You and Your Covered Dependents incur reach this Family Deductible, then this plan will begin to pay for Covered Medical Expenses as shown on the Schedule of Benefits for the rest of the Policy Year.

To satisfy this Family Deductible limit for the rest of the Policy Year, the following must happen:

• The combined Covered Medical Expenses that You and each of Your Covered Dependents incur towards the individual Deductibles must reach this Family Deductible limit in a Policy Year.

When this occurs in a Policy Year, the individual Deductibles for You and Your covered Dependents will be considered to be met for the rest of the Policy Year.

**Coinsurance** is the percentage of Covered Medical Expenses that We pay. The Coinsurance percentage is stated in the Schedule of Benefits. The Coinsurance is separate and not part of the Deductible and Copayment.

**Copayment** is a specified dollar amount You must pay for specified Covered Medical Expenses. Any Copayment amounts are shown in the Schedule of Benefits.

#### How Your Out-of-Pocket Maximum Works

The In-Network Provider and Out-of-Network Provider Out-of-Pocket Maximums are shown in the Schedule of Benefits. The Out-of-Pocket Maximum provides is the amount of Covered Medical Expenses You have to incur before Covered Medical Expense will be paid at 100% for the reminder of the Policy Year subject to any benefit maximums or limits that may apply. Any applicable Coinsurance amounts, Deductibles and Copayments will apply toward the Out-of-Pocket Maximum.

Services that are not Covered Medical Expenses, balance-billed charges and premium do not count toward meeting the Out-of-Pocket Maximum.

Covered Medical Expenses applied to the In-Network Provider Out-of-Pocket Maximum(s) will not be applied to satisfy the Out-of-Network Provider Out-of-Pocket Maximum and Covered Medical Expenses applied to the Out-of-Network Provider Out-of-Pocket Maximum will not be applied to satisfy the In-Network Provider Out-of-Pocket Maximum.

The Out-of-Pocket Maximum is the maximum amount of Covered Medical Expenses You will incur for Copayments, Coinsurance and Deductibles during the Policy Year. This plan has an individual and family Out-of-Pocket Maximum. As to the individual Out-of-Pocket Maximum, each of You must meet Your Out-of-Pocket Maximum separately.

#### Individual

Once the amount of the Copayments, Coinsurance and Deductibles You and Your covered Dependents have incurred for Covered Medical Expenses during the Policy Year meets the:

- In-Network Provider individual Out-of-Pocket Maximum, this plan will pay:
- o 100% of the Negotiated Charge for In-Network Provider Covered Medical Expenses
- Out-of-Network Provider individual Out-of-Pocket Maximum, this plan will pay:
  - o 100% of the Usual and Customary Charge for Out-of-Network Covered Medical Expenses

that apply towards the limits for the rest of the Policy Year for that covered individual.

## Family

Once the amount of the Copayments, Coinsurance and Deductibles You and Your covered Dependents have incurred for Covered Medical Expenses during the Policy Year meets the:

- In-Network Provider family Out-of-Pocket Maximum, this plan will pay:
- o 100% of the Negotiated Charge for In-Network Provider Covered Medical Expenses
- Out-of-Network Provider family Out-of-Pocket Maximum, this plan will pay:
  - 100% of the Usual and Customary for Out-of-Network Covered Medical Expenses

that apply towards the limits for the rest of the Policy Year for all covered family members.

To satisfy this family Out-of-Pocket Maximum for the rest of the Policy Year, the following must happen:

• The family Out-of-Pocket Maximum is a cumulative Out-of-Pocket Maximum for all covered family members. The family Out-of-Pocket Maximum can be met by a combination of covered family members with no single individual within the family contributing more than the individual Out-of-Pocket Maximum amount in a Policy Year.

The Out-of-Pocket Maximum is the maximum amount of Covered Medical Expenses You are responsible to incur during the Policy Year. This plan has an individual and family Out-of-Pocket Maximum.

The Out-of-Pocket Maximum may not apply to certain Covered Medical Expenses. If the Out-of-Pocket Maximum does not apply to a covered benefit, Your Copayment and Coinsurance for that medical expense will not count toward satisfying the Out-of-Pocket Maximum.

#### **Essential Health Benefits**

Essential Health Benefits are not subject to annual or lifetime dollar limits. If additional specific care, Treatment or services are added to the list of Essential Health Benefits by a governing authority, the Certificate benefits will be amended to comply with such changes.

#### **Treatment of Covered Injury and Covered Sickness Benefit**

If:

- 1. You incur expenses as the result of Covered Injury or Covered Sickness, then
- 2. We will pay the benefits stated in the Schedule of Benefits for the services, Treatments and supplies described in the Covered Medical Expenses provision below.

Payment will be made, subject to the Coinsurance, Deductible, Copayment, maximums and limits as stated in the Schedule of Benefits:

- 1. For The Usual and Customary Charge or the Negotiated Charge for Covered Medical Expenses that are incurred as the result of a Covered Injury or Covered Sickness; and
- 2. Subject to the Exclusions and Limitations provision.

#### Medical Benefit Payments for In-Network Provider and Out-of-Network Providers

This Certificate provides benefits based on the type of health care provider You and Your Covered Dependent select. This Certificate provides access to both In-Network Providers and Out-of-Network Providers. Different benefits may be payable for Covered Medical Expenses rendered by In-Network Providers versus Out-of-Network Providers, as shown in the Schedule of Benefits.

#### **Dental and Vision Benefit Payments**

For dental and vision benefits, You may choose any dental or vision provider.

For dental, different benefits may be payable based on type of service, as shown in the Schedule of Benefits.

#### **Preferred Provider Organization**

If You use an In-Network Provider, this Certificate will pay the Coinsurance percentage of the Negotiated Charge for Covered Medical Expenses shown in the Schedule of Benefits.

If an Out-of-Network Provider is used, this Certificate will pay the Coinsurance percentage of the Usual and Customary Charge for Covered Medical Expenses shown in the Schedule of Benefits. The difference between the provider fee and the Coinsurance amount paid by Us will be Your responsibility.

Note, however, that We will pay at the In-Network level for Treatment by an Out-of-Network Provider, and will calculate Your cost sharing amount at the In-Network Provider level, and Your cost share will be applied to Your In-Network Deductible and Out-of-Pocket Maximum if:

- 1. there is no In-Network Provider in the Preferred Provider service area available to provide a Preventive Service or treat You for a specific Covered Injury or Covered Sickness; or
- 2. You have an Emergency Medical Condition and receive Emergency Services from an Out-of-Network Provider or facility. The most the Out-of-Network Provider or facility may bill You is the In-Network cost sharing amount (such as Deductibles, Copayments and Coinsurance). You can't be balance billed for these Emergency Services. This includes services You may get after You're in stablecondition, unless the Out-of-Network Provider or facility determines that You can travel using non-medical or non-emergency transportation, the Out-of-Network Provider satisfies the consent and notice requirements, and You are in a condition to receive notice of, and to consent to, Out-of-Network Treatment; or

3. You receive non-Emergency Services from an In-Network Hospital or Ambulatory Surgical Center, but certain providers there may be Out-of-Network Providers. In these cases, the most those Out-of-Network Providers may bill You is the In-Network cost sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, Assistant Surgeon, hospitalist, or intensivist services. These Out-of-Network Providers can't balance bill You and may not ask You to give up Your protections not to be balance billed.

However, if You received notice from the Out-of-Network Provider of their non-network status at least 72 hours in advance, or if You make an appointment within 72 hours of the services being delivered and notice and consent is given on the date of the service, and You gave written consent to Treatment, this Certificate will pay Covered Medical Expenses at the Out-of-Network level as shown in the Schedule of Benefits. This notice and consent exception does not apply to ancillary services, which include items and services related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a Physician or non-Physician practitioner; items and services provided by assistant surgeons, hospitalists, and intensivists; diagnostic services, including radiology and laboratory services; and items and services provided by an Out-of-Network Provider in circumstances where there is no In-Network Provider who can furnish the item or service at the relevant facility.

You should be aware that In-Network Hospitals may be staffed with Out-of-Network Providers. Receiving services from an In-Network Hospital does not guarantee that all charges will be paid at the In-Network Provider level of benefits. It is important that You verify that Your Physicians are In-Network Providers each time You call for an appointment or at the time of service.

#### **Continuity of Care**

If You are undergoing an active course of Treatment with an In-Network Provider, You may request continuation of Treatment by such In-Network Provider in the event the In-Network Provider's contract has terminated with the Preferred Provider organization. We shall notify You of the termination of the In-Network Provider's contract at least 60 days in advance. When circumstances related to the termination render such notice impossible, We shall provide affected enrollees as much notice as is reasonably possible. The notice given must include instructions on obtaining an alternate provider and must offer Our assistance with obtaining an alternate provider and ensuring that there is no inappropriate disruption in Your ongoing Treatment. We shall permit You to continue to be covered, with respect to the course of Treatment with the provider, for a transitional period of at least 90 days from the date of the notice to You of the termination, or until Treatment is complete, whichever is shorter except that if You are in the second trimester of pregnancy at the time of the termination and the provider is treating You during the pregnancy. The transitional period must extend through the provision of postpartum care directly related to the pregnancy.

#### **Pre-Certification Process**

In-Network – Your In-Network Provider is responsible for obtaining any necessary Pre-certification before You receive the care. If Your In-Network Provider does not obtain the required Pre-Certification You will not be penalized. Please read below regarding review and notification.

Out-of-Network – You or Your Out-of-Network Provider are responsible for calling Us at the phone number found on the back of Your ID card and starting the Pre-Certification process. For Inpatient services the call must be made at least 5 working days prior to Hospital Confinement. For Outpatient services, the call must be made at least 5 working days prior to the start of the Outpatient service. In the case of an emergency, the call must take place as soon as reasonably possible.

The following Inpatient and Outpatient services or supplies require Pre-Certification:

- 1. All Inpatient admissions, including length of stay, to a Hospital, Skilled Nursing Facility, a facility established primarily for the Treatment of a Substance Use Disorder, or a residential Treatment facility;
- 2. All Inpatient maternity care after the initial 48/96 hours;
- 3. All partial hospitalization in a Hospital, residential Treatment facility, or facility established primarily for the Treatment of a Substance Use Disorder;
- 4. Home Health Care;
- 5. Durable Medical Equipment over \$500;
- 6. Surgery;

- 7. Transplant Services;
- 8. Diagnostic testing/radiology;
- 9. Chemotherapy/radiation;
- 10. Infusions/injectables;
- 11. Botox Injections;
- 12. Orthognathic Surgery;
- 13. Genetic Testing, except for BRCA;
- 14. Orthotics/prosthetics;
- 15. Transcranial Magnetic Stimulation (TMS);
- 16. Physical Therapy (Outpatient) precertification required after the 12<sup>th</sup> visit;
- 17. Occupational Therapy (Outpatient) precertification required after the 12<sup>th</sup> visit;
- 18. Chiropractic Services (Outpatient) precertification required after the 12<sup>th</sup> visit.

Pre-Certification is not required for an Emergency Medical Condition or Urgent Care or Hospital Confinement for the initial 48/96 hours of maternity care.

Additionally, no authorization requirement will apply to obstetrical or gynecological care provided by In-Network Providers.

Pre-Certification is not a guarantee that Benefits will be paid.

Your Physician will be notified of Our decision as follows:

- 1. For elective (non-emergency) admissions to a health care facility, We will notify the Physician and the health care facility by telephone and/or in writing of the number of Inpatient days, if any, approved;
- 2. For Confinement in a health care facility longer than the originally approved number of days, the treating Physician or the health care facility must contact Us before the last approved day. We will review the request for continued stay to determine Medical Necessity and notify the Physician or the health care facility of Our decision in writing or by telephone;
- 3. For any other covered services requiring Pre-Certification, We will contact the Provider in writing or by telephone regarding Our decision.

Our agent will make this determination within 72 hours for an urgent request and 4 business days for non-urgent requests following receipt of all necessary information for review. Notice of an Adverse Benefit Determination made by Our agent will be in writing and will include:

- 1. The reasons for the Adverse Benefit Determination including the clinical rationale, if any.
- 2. Instructions on how to initiate an appeal.
- 3. Notice of the availability, upon Your request or Your Authorized Representative, of the clinical review criteria relied upon to make the Adverse Benefit Determination. This notice will specify what, if any additional necessary information must be provided to, or obtained by, Our agent in order to render a decision on any requested appeal.

Failure by Our agent to make a determination within the time periods prescribed shall be deemed to be an Adverse Benefit Determination subject to an appeal.

If You have any questions about Your Pre-Certification status, You should contact Your Provider.

#### **COVERED MEDICAL EXPENSES**

We will pay for the following Covered Medical Expenses when they are incurred as the result of a Covered Injury or Covered Sickness.

#### **Preventive Services**

The following services shall be covered without regard to any Deductible, Coinsurance or Copayment requirement that would otherwise apply when provided by an In-Network Provider:

- 1. 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 (USPSTF) except that the current recommendations of the United States Preventive Service Task Force regarding breast cancer screening, mammography, and prevention of breast cancer shall be considered the most current other than those issued in or around November 2009.
- 2. Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention.
- 3. 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.
- 4. With respect to women, such additional preventive care and screenings not described in paragraph (1) as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
- 5. Outpatient/office contraceptive services are covered, provided that the services are related to the use of FDA approved contraceptives. Examples of covered contraceptive services are: office visits, consultations, examinations and services related to the use of federal legend oral contraception or IUD insertion, diaphragm fitting, voluntary sterilization (male and female) or contraceptive injections. Please note that prescription and nonprescription contraceptive drugs and devices (such as oral contraceptives, IUDs, diaphragms, and contraceptive injections) are covered under the Prescription Drug Benefit. See Prescription Drugs for information on those services and devices.
- 6. Counseling services related to smoking and tobacco use cessation.

If the covered preventive service is provided during an office visit and is billed separately from the office visit, You may be responsible for the Copayment or Coinsurance for the office visit only. If an office visit and the preventive care service are billed together and the primary purpose of the visit was not the preventive service, You may be responsible for the Copayment or Coinsurance for the office visit including the preventive care service.

## **Preventive Care Services for Adults:**

Covered services include but are not limited to:

- 1. Abdominal Aortic Aneurysm one-time screening for men of specified ages who have ever smoked
- 2. Alcohol Use screening and counseling
- 3. Aspirin use to prevent cardiovascular disease and colorectal cancer for adults 50 to 59 years with a high cardiovascular risk
- 4. Blood Pressure screening for all adults
- 5. Cholesterol screening for adults of certain ages or at higher risk
- 6. Colorectal Cancer screening for adults age 45 to 75 (including medically necessary colonoscopies that are followup exams based on initial screen)
- 7. Depression screening for all adults
- 8. Diabetes (Type 2) screening for adults 40 to 70 who are overweight or obese
- 9. Diet counseling for adults at higher risk for chronic disease
- 10. Falls prevention (with exercise or physical therapy and vitamin D use) for adults 65 years and over, living in a community setting
- 11. **Hepatitis B screening-** for people at high risk, including people from countries with 2% or more Hepatitis B prevalence, and U.S.-born people not vaccinated as infants and with at least one parent born in a region with 8% or more Hepatitis B prevalence.
- 12. Hepatitis C screening for adults age 18 to 79
- 13. HIV screening for everyone ages 15 to 65, and other ages at increased risk
- 14. Immunization vaccines for adults-doses, recommended ages, and recommended populations vary:
  - Diphtheria, Tetanus, Pertussis (DTap)
  - Haemophilus influenzae type b

- Hepatitis A
- Hepatitis B
- Herpes Zoster (Shingles)
- Human Papillomavirus (HPV)
- Influenza (Flu Shot)
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal
- Varicella (Chickenpox)
- 15. Lung cancer screening for adults 50-80 at high risk for lung cancer because they're heavy smokers or have quit in the past 15 years
- 16. Obesity screening and counseling
- 17. Sexually Transmitted Infection (STI) prevention counseling for adults at higher risk
- 18. Statin preventive medication for adults 40 to 75 at high risk
- 19. Syphilis screening for adults at higher risk
- 20. Tobacco Use screening and interventions for all adult tobacco users
- 21. Tuberculosis adult screening for certain adults without symptoms at high risk
- 22. **Preexposure Prophylaxis (PrEP) HIV prevention medication** for HIV negative adults at high risk for getting HIV through sex or injection drug use

## Preventive Care Services for Women (including pregnant woman):

Covered services include but are not limited to:

- 1. Bone density screening for all women over age 65 or women age 64 and younger that have gone through menopause
- 2. Breast Cancer Genetic Test and Counseling (BRCA) for women at higher risk for breast cancer
- 3. Breast Cancer Mammography screenings
  - Every 2 years for women 50 and over
  - As recommended by a provider for women 40 to 49 or women at higher risk for breast cancer
- 4. Breast Cancer Chemoprevention counseling for women at higher risk
- 5. Breastfeeding support and counseling from trained providers, and access to breastfeeding supplies, for pregnant and nursing women
- 6. Cervical Cancer screening for sexually active women:
  - Pap test (also called a Pap smear) for women 21 to 65
  - Human Papillomavirus (HPV) DNA test with the combination of a Pap smear every 5 years for women 30 to 65 who don't want a Pap smear every 3 years
- 7. Chlamydia Infection screening for younger women and other women at higher risk
- 8. Contraception: Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling, as prescribed by a health care provider for women with reproductive capacity (not including abortifacient drugs).
- 9. **Diabetes screening** for women with a history of gestational diabetes who are not currently pregnant and who haven't been diagnosed with type 2 diabetes before
- 10. Domestic and interpersonal violence screening and counseling for all women
- 11. Folic Acid supplements for women who may become pregnant
- 12. Gestational diabetes screening for women 24 weeks pregnant (or later) and those at high risk of developing gestational diabetes
- 13. Gonorrhea screening for all women at higher risk
- 14. Hepatitis B screening for pregnant women at their first prenatal visit
- 15. Maternal depression screening for mothers of infants at 1, 2, 4 and 6 month visits
- 16. HIV screening and counseling for everyone age 15 to 65, and other ages at increased risk
- 17. Rh Incompatibility screening for all pregnant women and follow-up testing for women at higher risk
- 18. Sexually Transmitted Infections counseling for sexually active women
- 19. Syphilis screening
- 20. Expanded tobacco intervention and counseling for pregnant tobacco users

- 21. Urinary tract or other infection screening for pregnant women
- 22. Urinary incontinence screening for women yearly
- 23. Well-woman visits to get recommended services for all women
- 24. Preeclampsia prevention and screening for pregnant women with high blood pressure
- 25. **PrEP (pre-exposure prophylaxis) HIV prevention medication** for HIV-negative women at high risk for getting HIV through sex or injection drug use
- 26. Human Papillomavirus (HPV) DNA Test every 3 years for women with normal cytology results who are 30 or older
- 27. Anemia screening on a routine basis for pregnant women

#### **Preventive Care Services for Children:**

Covered services include but are not limited to:

- 1. Alcohol, tobacco, and drug use assessments for adolescents
- 2. Autism screening for children at 18 and 24 months
- 3. Behavioral assessments for children at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years
- 4. Bilirubin concentration screening for newborns
- 5. Blood Screening for newborns
- 6. **Blood Pressure screening** for children at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years
- 7. Depression screening for adolescents beginning routinely at age 12
- 8. Developmental screening for children under age 3
- 9. **Dyslipidemia screening** for all children once between 9 and 11 years and once between 17 and 21 years, and for children at higher risk of lipid disorders
- 10. Fluoride supplements for children without fluoride in their water source
- 11. Fluoride varnish for all infants and children as soon as teeth are present
- 12. Gonorrhea preventive medication for the eyes of all newborns
- 13. Hearing screening for all newborns; and regular screenings for children and adolescents as recommended by their provider
- 14. Height, Weight and Body Mass Index measurements taken regularly for all children
- 15. Hematocrit, or Hemoglobin screening for all children
- 16. Hemoglobinopathies or sickle cell screening for newborns
- 17. Hepatitis B screening for adolescents at high risk
- 18. HIV screening for adolescents at higher risk
- 19. Hypothyroidism screening for newborns
- 20. **PrEP (pre-exposure prophylaxis) HIV prevention medication** for HIV-negative adolescents at high risk for getting HIV through sex or injection drug use
- 21. Immunization vaccines for children from birth to age 18 doses, recommended ages, and recommended populations vary:
  - Diphtheria, Tetanus, Pertussis (DTap)
  - Haemophilus influenzae type b
  - Hepatitis A
  - Hepatitis B
  - Human Papillomavirus (HPV)
  - Inactivated Poliovirus
  - Influenza (Flu Shot)
  - Measles
  - Meningococcal
  - Mumps
  - Pneumococcal
  - Rubella
  - Rotavirus
  - Varicella (Chickenpox)

- 22. Lead screening for children at risk of exposure
- 23. Obesity screening and counseling, including intensive, multicomponent weight management behavioral interventions
- 24. Oral Health risk assessment for young children from 6 months to 6 years
- 25. Phenylketonuria (PKU) screening for newborns
- 26. Sexually Transmitted Infection (STI) prevention counseling and screening for adolescents at higher risk
- 27. **Tuberculin testing** for children at higher risk of tuberculosis at the following ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years
- 28. Vision screening for all children
- 29. Well baby and well child visits
- 30. Cervical dysplasia screening for sexually active females
- 31. Iron supplements for children ages 6 to 12 months at risk of anemia

Preventive Services recommendations and guidelines can be found on the HealthCare.gov website at the following links:

- For all adults: https://www.healthcare.gov/preventive-care-adults/
- For woman: https://www.healthcare.gov/preventive-care-women/
- For children: https://www.healthcare.gov/preventive-care-children/

#### **Important Notes:**

- 1. These Preventive Services recommendations and guidelines may be updated periodically. When these are updated, they will be applied to this plan. The updates will be effective on the first day of the calendar year, one year after the updated recommendation or guideline is issued.
- 2. Diagnostic testing for the Treatment or diagnosis of a Covered Injury or Covered Sickness will not be covered under the Preventive Services. For those types of tests and Treatment, You will pay the cost sharing specific to Covered Medical Expense for diagnostic testing and Treatment.
- 3. This plan will not limit gender-specific Preventive Services based on Your gender at birth, Your identity, or according to other records.

To learn what frequency and age limits apply to routine physical exams and routine cancer screenings, contact Your Physician or contact Us by calling the number on Your ID card. This information can also be found at the https://www.healthcare.gov/ website.

We may use reasonable medical management techniques to determine the frequency, method, Treatment, or setting of Preventive Services benefits when not specified in the recommendations and guidelines of the:

- Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP)
- United States Preventive Services Task Force (USPSTF)
- Health Resources and Services Administration (HRSA)
- American Academy of Pediatrics/Bright Futures/Health Resources and Services Administration guidelines for children and adolescents

#### **INPATIENT SERVICES**

- 1. Hospital Care- Covered Medical Expenses include the following:
  - Room and Board Expense, including general nursing care. Benefit may not exceed the daily semi-private room rate unless intensive care unit is required.
  - Intensive Care Unit, including 24-hour nursing care.
  - Hospital Miscellaneous Expenses, while Hospital Confined or as a precondition for being Hospital Confined. Benefits will be paid for services and supplies such as:
    - a. The cost for use of an operating room;
    - b. Prescribed medicines (excluding take-home drugs);
    - c. Laboratory tests;
    - d. Therapeutic services;

- e. X-ray examinations;
- f. Casts and temporary surgical appliances;
- g. Oxygen, oxygen tent; and
- h. Blood and blood plasma.
- 2. **Preadmission Testing** for routine tests performed as a preliminary to Your being admitted to a Hospital. These tests must be performed within 5 working days prior to admission. This benefit is limited to routine tests such as complete blood count, urinalysis, and chest x-rays. Unless otherwise payable under this Certificate, We will pay for major diagnostic procedures under the Hospital Miscellaneous Expense Benefit. This includes tests such as CAT scans, cardiac catheterization, MRI's, NMR's, and blood chemistries.
- 3. **Physician's Visits while Confined** not to exceed 1 visit per day of confinement per provider. Physician's visits will be paid for either inpatient or outpatient visits when incurred on the same day, but not both. Surgeon's fees are not payable under this benefit.
- 4. **Skilled Nursing Facility Benefit** for services received in a licensed Skilled Nursing Facility. Services must be Medically Necessary. Confinement for Custodial Care or residential care is not covered.
- 5. Inpatient Rehabilitation Facility Expense Benefit for the services, supplies and Treatments rendered to You in an Inpatient Rehabilitation Facility. You must enter an Inpatient Rehabilitation Facility:
  - a. Within 7 days after Your discharge from a Hospital Confinement;
  - b. Such Confinement must be of at least 3 consecutive days that began while coverage was in force under this Certificate; and
  - c. Was for the same or related Sickness or Accident.

Services, supplies and Treatments by an Inpatient Rehabilitation Facility include:

- a. Charges for room, board, and general nursing services
- b. Charges for physical, occupational, or speech therapy;
- c. Charges for drugs, biologicals, supplies, appliances, and equipment for use in such facility, which are ordinarily furnished by the **Inpatient Rehabilitation** Facility for the care Treatment of a Confined person; and
- d. Charges for medical services of interns, in training, under a teaching program of a Hospital with which the facility has an agreement for such services
- 6. **Registered Nurse Services while confined**, when private duty nursing care is prescribed by the attending Physician. General nursing care provided by the Hospital is not covered under this benefit.
- 7. Physical Therapy while Confined when prescribed by the attending Physician.

## MENTAL HEALTH DISORDER AND SUBSTANCE USE DISORDER BENEFITS

1. **Inpatient and Outpatient Mental Health Disorder Benefit** for Treatment of Mental Health Disorders, including outpatient Treatment delivered through the psychiatric Collaborative Care Model, as specified on the Schedule of Benefits.

For the purposes of this Benefit:

**Psychiatric Collaborative Care Model** means the evidence-based, integrated behavioral health service delivery method, which includes a formal collaborative arrangement among a primary care team consisting of a primary care provider, a care manager, and a psychiatric consultant, and includes, but is not limited to, the following elements:

- a. care directed by the primary care team;
- b. structured care management;
- c. regular assessments of clinical status using validated tools; and
- d. modification of Treatment as appropriate.

Expenses incurred for Treatment of a pervasive developmental disorder that is also considered an Autism Spectrum Disorder will be paid under the Autism Spectrum Disorder Benefit and not this Benefit.

Benefits also includes coverage for the following bundled, evidence-based, early Treatment of a serious Mental Health Disorder in a child or young adult under age 26:

- a. Coordinated specialty care for first episode psychosis treatment, covering the elements of the treatment model included in the most recent national research trials conducted by the National Institute of Mental Health in the Recovery After an Initial Schizophrenia Episode (RAISE) trials for psychosis resulting from a serious mental illness. This does not include the components of the treatment model related to education and employment support;
- b. Assertive community treatment (ACT) and community support team (CST) treatment.

Only providers contracted with the Department of Human Services' Division of Mental Health to be FIRST.IL providers to deliver coordinated specialty care for first episode psychosis treatment, will be permitted to provide the treatment. Additionally, only providers certified to provide ACT and CST by the Department of Human Services' Division of Mental Health and approved to provide ACT and CST by the Department of Healthcare and Family Services, or its designee, will be permitted to provide these services.

2. **Inpatient and Outpatient Substance Use Disorder Benefit** for Treatment of Substance Use Disorders as specified on the Schedule of Benefits.

Benefits include expenses incurred for Medically Necessary medical, Hospital, or surgical Treatment required as a result of or related to a Covered Injury sustained while under the influence of narcotics or alcohol.

## PROFESSIONAL AND OUTPATIENT SERVICES

## SURGICAL EXPENSES

1. **Inpatient and Outpatient Surgery including Surgeon, Anesthetist, and Assistant Surgeon Services** (including pre- and post-operative visits) as specified in the Schedule of Benefits. Covered surgical expenses will be paid under either the inpatient surgery benefit or the Outpatient Surgery Benefit. They will not be paid under both. This benefit is not payable in addition to Physician's visits.

Sometimes 2 or more surgical procedures can be performed during the same operation.

- a. **Through the Same Incision.** If Covered multiple surgical procedures are performed through the same incision, We will pay for the procedure with the highest allowed amount and 50% of the amount We would otherwise pay under this Certificate for the secondary procedures, except for secondary procedures that, according to nationally-recognized coding rules, are exempt from multiple surgical procedure reductions. We will not pay anything for a secondary procedure that is billed with a primary procedure when that secondary procedure is incidental to the primary procedure.
- b. **Through Different Incisions.** If Covered multiple surgical procedures are performed during the same operative session but through different incisions, We will pay:
  - For the procedure with the highest allowed amount; and
  - 50% of the amount We would otherwise pay for the other procedures.

Benefits will be provided for anesthesia services administered by oral and maxillofacial surgeons when such services are rendered in the surgeon's office or Ambulatory Surgical Center.

2. **Outpatient Surgical Facility and Miscellaneous** expense benefit. Benefits will be paid for services and supplies, including:

- a. Operating room;
- b. Therapeutic services;
- c. Oxygen, oxygen tent; and
- d. Blood and blood plasma.
- 3. Abortion Expense for the expense of an elective non-therapeutic, abortion.
- 4. Bariatric Surgery when it is Medically Necessary. This benefit requires prior approval.

#### 5. Organ Transplant Surgery

**Recipient Surgery** for Medically Necessary, non-Experimental and non-investigative solid organ, bone marrow, stem-cell or tissue transplants. We will provide benefits for the Hospital and medical expenses of when You are the recipient of an Organ Transplant.

**Donor's Surgery** for Medically Necessary transplant services required by the Insured Person who serves as an organ donor only if the recipient is also an Insured Person. We will not Cover the transplant services of a non-Insured Person acting as a donor for an Insured Person if the non-Insured Person's expenses will be Covered under another health plan or program.

**Travel Expenses** when the facility performing the Medically Necessary transplant is located more than 50 miles from Your residence, coverage will be provided for lodging, meals and transportation expenses (coach class only) subject to the maximum benefits shown on the Schedule of Benefits.

Non-Covered Services for transportation and lodging include, but are not limited to:

- a. Child care;
- b. Mileage within the medical transplant facility city;
- c. Rental cars, buses, taxis, or shuttle service, except as specifically approved by Us;
- d. Frequent Flyer miles;
- e. Coupons, Vouchers, or Travel tickets;
- f. Prepayments or deposits;
- g. Services for a condition that is not directly related or a direct result of the transplant;
- h. Telephone calls;
- i. Laundry;
- j. Postage;
- k. Entertainment;
- 1. Interim visits to a medical care facility while waiting for the actual transplant procedure;
- m. Travel expenses for donor companion/caregiver;
- n. Return visits for the donor for a Treatment of condition found during the evaluation.

**Recipient's Companion Expenses** when the facility performing the Medically Necessary transplant is located more than 50 miles from an Insured Person's residence, We will provide assistance with travel expenses including transportation (coach class only) to and from the facility and lodging for the Insured Person and the companion of the Insured Person. If the Insured Person receiving Treatment is a minor (as defined by the Internal Revenue Code), then reasonable and necessary expenses for transportation (coach class only) and lodging may be allowed for two companions. The Insured Person must submit itemized receipts for transportation (coach class only) and lodging expenses in a form satisfactory to Us when claims are filed.

6. **Reconstructive Surgery** covers all stages of reconstruction of the breast on which the mastectomy has been performed; Surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and Treatment of physical complications for all stages of mastectomy, including lymphedemas. This benefit also covers cosmetic surgery specifically and solely for:

- a. Reconstruction due to bodily Injury, infection or other disease of the involved part; or for a congenital anomaly of a Dependent child which resulted in a functional impairment; and
- b. Medically Necessary breast implant removal for a Covered Sickness or Covered Injury. This does not apply to the removal of breast implants that were done solely for cosmetic purposes.

## **OTHER PROFESSIONAL SERVICES**

- 1. **Gender Transition Benefit** for Medically Necessary expenses incurred for services and supplies provided in connection with gender transition when You have been diagnosed with gender identity disorder or gender dysphoria. Covered services include the following:
  - a. Counseling by qualified mental health professional;
  - b. Hormone therapy, including monitoring of such therapy;
  - c. Gender transition surgery and procedures covered by Your plan.
- 2. **Home Health Care Expenses** for Home Health Care for You when, otherwise, Hospitalization or Confinement in a Skilled Nursing Facility would have been necessary. This does not include Private Duty Nursing.
- 3. Hospice Care Coverage when, as the result of a Covered Injury or Covered Sickness, You require Hospice Care, We will pay the expenses incurred for such care. You must have been diagnosed with a terminal illness with a life expectancy of one year or less, as certified by Your attending licensed Physician and You will no longer benefit from standard medical care or have chosen to receive Hospice care rather than standard care. Any required documentation will be no greater than that required for the same services under Medicare.

Coverage includes:

- a. Coordinated home care;
- b. Medical supplies and dressings;
- c. Medication;
- d. Nursing services skilled and non-skilled;
- e. Occupational Therapy;
- f. Pain management services;
- g. Physical Therapy;
- h. Physician's visits;
- i. Social and spiritual services;
- j. Respite care services.

## **OFFICE VISITS**

- 1. **Physician's Office Visits**. We will not pay for more than 1 visit per day to the same Physician. Physician's Visits include second surgical opinions, specialists and consultant services. Benefits will be paid for either outpatient or inpatient visits on the same day, but not both. Surgeon fees are NOT payable under this benefit.
- 2. **Telemedicine or Telehealth Services** are covered when provided by a Physician to deliver health care, diagnosis, consultation, Treatment of a Covered Sickness or Covered Injury to an Insured Person. This includes licensed dietitian nutritionists and certified diabetes educators who counsel senior diabetes patients in the senior diabetes patients' homes who are not able to travel to the Physician's office. This also includes coverage for telepsychiatry, which can involve a range of services including psychiatric evaluation, therapy, patient education and medication management.
- 3. Allergy Testing and Treatment including injections this includes tests that You need such as PRIST, RAST, and scratch tests. Also, includes Treatment of anaphylaxis and angioedema, severe chronic sinusitis not responsive to medications and asthma not responding to usual Treatments. This also includes the administration of allergy therapy, injections, allergy serum, and supplies used for allergy therapy.
- 4. Chiropractic and Osteopathic Manipulation Care Benefit for Treatment of a Covered Injury or Covered Sickness and performed by a Physician.

5. Shots and Injections unless considered Preventive Services administered in an emergency room or Physician's office and charged on the emergency room or Physician's statement.

## EMERGENCY SERVICES, AMBULANCE AND NON-EMERGENCY SERVICES

1. **Emergency Services** only in connection with care for an Emergency Medical Condition as defined. Benefits will be paid for the use of a Hospital emergency department or independent freestanding emergency department, a medical screening examination that is within the capability of the emergency department, including ancillary services routinely available to the emergency department, pre-stabilization services and supplies after You are moved out of the emergency department and admitted to a Hospital, as well as any additional services rendered after You are Stabilized as part of Observation Services or an inpatient or outpatient stay with respect to the visit in which the other Emergency Services are furnished. Refer to the Emergency Ambulance Service provision for transportation coverage.

If You receive Emergency Services from an Out-of-Network Provider or facility, the most the Out-of-Network Provider or facility may bill You is the In-Network cost sharing amount. The Post-Stabilization services will no longer qualify as Emergency Services once the Out-of-Network Provider or facility determines that You can travel using non-medical or non-emergency transportation, the Out-of-Network Provider satisfies the consent and notice requirements, and You are in a condition to receive notice of, and to consent to, Out-of-Network Treatment.

Payment of this benefit will not be denied based on the final diagnosis following Stabilization or Post-Stabilization services.

#### In case of a medical emergency:

When You experience an Emergency Medical Condition, You should go to the nearest emergency room. You can also dial 911 or Your local emergency response service for medical and ambulance assistance. If possible, call Your Physician but only if a delay will not harm Your health.

- 2. Urgent Care Centers (non-life-threatening conditions) for services provided at an Urgent Care Center, as shown in the Schedule of Benefits. In the case of a life-threatening condition, You should go to the nearest emergency room.
- 3. **Emergency Ambulance Service**, with respect to an Emergency Medical Condition, for ground transportation to a Hospital by a licensed Ambulance. Transportation from a facility to Your home is not covered.

Your plan also covers transportation to a Hospital by professional air or water Ambulance when:

- Professional ground Ambulance transportation is not available;
- Your condition is unstable, and requires medical supervision and rapid transport;
- You are travelling from one Hospital to another; and
- The first Hospital cannot provide the Emergency Services You need; and
- The two (2) conditions above are met.
- 4. **Non-Emergency Ambulance Service** for Medically Necessary transportation by a licensed Ambulance, whether by ground or air Ambulance (as appropriate), when the Medically Necessary transportation is:
  - From an Out-of-Network Hospital to an In-Network Hospital;
  - To a Hospital that provides a higher level of care that was not available at the original Hospital;
  - To a more cost-effective acute care Hospital/facility; or
  - From an acute care Hospital/facility to a sub-acute setting.

Transportation from a facility to Your home is not covered.

#### DIAGNOSTIC LABORATORY, TESTING AND IMAGING SERVICES

- 1. **Diagnostic Imaging Services** for diagnostic X-ray services as shown in the Schedule of Benefits when prescribed by a Physician.
- 2. CT Scan, MRI and/or PET Scans for diagnostic services when prescribed by a Physician.
- 3. Laboratory Procedures (Outpatient) for laboratory procedures as shown in the Schedule of Benefits when prescribed by a Physician.
- 4. **Biomarker Testing** for the purposes of diagnosis, Treatment, appropriate management, or ongoing monitoring of the Insured Person's disease or condition when Medically Necessary.
- 5. Chemotherapy and Radiation Therapy for chemotherapy, oral chemotherapy drugs, and radiation therapy to treat or control a serious illness, as shown in the Schedule of Benefits.
- 6. Infusion Therapy for the administration of antibiotic, nutrients, or other therapeutic agents by direct infusion.

## **REHABILITATION AND HABILITATION THERAPIES**

1. **Cardiac Rehabilitation.** Benefits are available for Outpatient cardiac Rehabilitation programs. Covered Medical Expenses are: exercise and education under the direct supervision of skilled program personnel in the intensive Rehabilitation phase of the program. The program must start within 3 months after a cardiac condition is diagnosed or a cardiac procedure is completed. The program must be completed within 6 months of the cardiac diagnosis or procedure.

No benefits are available for portions of a cardiac Rehabilitation program extending beyond the intensive Rehabilitation phase. On-going or life-long exercise and education maintenance programs intended to maintain fitness or to reinforce permanent lifestyle changes are not covered.

- 2. **Pulmonary Rehabilitation.** Benefits are available for pulmonary Rehabilitation services as part of an inpatient Hospital stay if it is part of a treatment plan ordered by a Physician. A course of outpatient pulmonary Rehabilitation may also be eligible for coverage if it is performed at a Hospital, Skilled Nursing Facility, or Physician's office, is used to treat reversible pulmonary disease states, and is part of a treatment plan ordered by a Physician.
- 3. **Rehabilitation Therapy** when prescribed by the attending Physician, limited to 1 visit per day.

Rehabilitation therapy does not include speech therapy when rendered for the Treatment of psychosocial speech delay, behavioral problems (including impulsive behavior and impulsivity syndrome), attention disorder, conceptual handicap or mental retardation, except as may be provided under this Certificate for Autism Spectrum Disorder(s). Maintenance speech therapy is not covered.

4. Habilitation Services when prescribed by the attending Physician, limited to 1 visit per day.

## **OTHER SERVICES AND SUPPLIES**

1. **Covered Clinical Cancer Trials Benefit** for Medically Necessary expenses incurred for Routine Patient Care administered to an Insured Person who is a qualified individual participating in a Qualified Clinical Cancer Trial on the same basis that the Certificate covers that same Routine Patient Care for Insured Persons not enrolled in a Qualified Clinical Cancer Trial.

Qualified Clinical Cancer Trial means a trial that meets the following criteria:

- a. the effectiveness of the treatment has not been determined relative to established therapies;
- b. the trial is under clinical investigation as part of an approved cancer research trial in Phase II, Phase III, or Phase IV of investigation;

- c. the trial is approved by the Food and Drug Administration or approved and funded by the National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, the United States Department of Defense, the United States Department of Veterans Affairs, or the United States Department of Energy in the form of an investigational new drug application, or a cooperative group or center of any entity described herein; and
- d. the Insured Person's Physician, if any, is involved in the coordination of care.

#### For the purposes of this Benefit:

**Routine Patient Care** means all health care services provided in the Qualified Clinical Cancer Trial that are otherwise generally covered under the Certificate if those items or services were not provided in connection with a Qualified Clinical Cancer Trial consistent with the standard of care for the treatment of cancer, including the type and frequency of any diagnostic modality, that a provider typically provides to a cancer patient who is not enrolled in a Qualified Clinical Cancer Trial. Routine Patient Care does not include coverage for:

- a. A health care service, item, or drug that is the subject of the cancer clinical trial;
- b. A health care service, item, or drug provided solely to satisfy data collection and analysis needs for the Qualified Clinical Cancer Trial that is not used in the direct clinical management of the patient;
- c. An investigational drug or device that has not been approved for market by the United States Food and Drug Administration;
- d. Transportation, lodging, food, or other expenses for the patient or a family member or companion of the patient that are associated with the travel to or from a facility providing the Qualified Clinical Cancer Trial, unless the Certificate covers these expenses for a cancer patient who is not enrolled in a Qualified Clinical Cancer Trial;
- e. A health care service, item, or drug customarily provided by the Qualified Clinical Cancer Trial sponsors free of charge for any patient;
- f. A health care service or item, which except for the fact that it is being provided in a Qualified Clinical Cancer Trial, is otherwise specifically excluded from coverage under the Insured Person's Certificate, including:
  - i. costs of extra treatments, services, procedures, tests, or drugs that would not be performed or administered except for the fact that the insured is participating in the cancer clinical trial; and
  - ii. costs of non-health care services that the patient is required to receive as a result of participation in the approved cancer clinical trial;
- g. Costs for services, items, or drugs that are eligible for reimbursement from a source other than an Insured Person's coverage under the Certificate providing for third-party payment or prepayment of health or medical expenses, including the sponsor of the approved cancer clinical trial;
- h. Costs associated with approved cancer clinical trials designed exclusively to test toxicity or disease pathophysiology, unless the Certificate covers these expenses for a cancer patient who is not enrolled in a Qualified Clinical Cancer Trial; or
- i. A health care service or item that is eligible for reimbursement by a source other than the Insured Person's coverage under the Certificate, including the sponsor of the Qualified Clinical Cancer Trial.
- 2. **Diabetic services and supplies (including equipment and training)** Benefits will be paid the same as any other Sickness for the cost associated with equipment, supplies, and self-management training and education for the Treatment of all types of diabetes and gestational diabetes mellitus when prescribed by a Physician.

Benefits includes services and supplies:

- Insulin preparations
- Foot care to minimize the risk of infection
- Injection aids for the blind
- Diabetic test agents
- Prescribed oral medications whose primary purpose is to control blood sugar
- Injectable glucagon
- Glucagon emergency kits

## Equipment

- External insulin pumps
- Blood glucose monitors without special features, unless required for the legally blind
- Podiatric appliances for the prevention of complications associated with diabetes

## Training

- Self-management training
- Patient management materials that provide essential diabetes self-management information
- Medical nutrition therapy and education programs that allow the Insured Person to maintain an A1c level within the range identified in nationally recognized standards of care.

"Self-management training" is a day care program of educational services and self-care designed to instruct You in the self-management of diabetes (including medical nutritional therapy). The training must be provided by an American Diabetes Association Recognized Diabetes Self-Management Education Program or Physician whose scope of practice includes diabetic education or management.

This coverage includes the Treatment of insulin (type I) and non-insulin dependent (type II) diabetes and the Treatment of elevated blood glucose levels during pregnancy.

Coverage will also be provided for regular foot care exams by a Physician or by a Physician to whom a Physician has referred the Insured Person.

Refer to the Prescription Drug provision for diabetic supplies covered under the Prescription Drug benefit.

- 3. **Dialysis Treatment** of an acute or chronic kidney ailment, provided in an Outpatient facility of a Hospital, a freestanding renal Dialysis facility or in the home. Covered services for home Treatment will include equipment, training and medical supplies. Private Duty Nursing is not covered.
- 4. **Durable Medical Equipment** for the rental or purchase of Durable Medical Equipment, including, but not limited to, Hospital beds, wheel chairs, walkers, braces that stabilize an injured body part and braces to treat curvature of the spine. Durable Medical Equipment includes coverage for a cardiopulmonary monitor determined to be Medically Necessary for an Insured Person:
  - a. 18 years old or younger; and
  - b. Who has had a cardiopulmonary event.

We will pay the lesser of either the rental or purchase charges, but not both. Such equipment must be prescribed by a Physician and a copy of the written prescription must accompany the claim.

Durable Medical Equipment must:

- a. Be primarily and customarily used to serve a medical, rehabilitative purpose;
- b. Be able to withstand repeated use; and
- c. Generally, not be useful to a person in the absence of Injury or Sickness.
- 5. Enteral Formulas and Nutritional Supplements Covered Medical expenses prescribed by a Physician used to treat malabsorption of food caused by:
  - Crohn's Disease
  - Ulcerative colitis
  - Gastroesophageal reflux
  - Gastrointestinal motility;
  - Chronic intestinal pseudo obstruction
  - Phenylketonuria
  - Eosinophilic gastrointestinal disorders
  - Inherited diseases of amino acids and organic acids
  - Multiple severe food allergies

- Branded-chain ketonuria,
- Galactosemia
- Homocystinuria

Covered benefits also include food products modified to be low in protein for inherited diseases of amino acids and organic acids. For purposes of this benefit, "low protein modified food product" means foods that are specifically formulated to have less than one gram of protein per serving and are intended to be used under the direction of a Physician for the dietary Treatment of any inherited metabolic illness. Low protein modified food products do not include foods that are naturally low in protein.

6. **Hearing Aids** for Insured Persons who are age 18 and under when prescribed by a Physician. Covered Medical Expenses include hearing aids and related services when a hearing care professional prescribes a hearing aid to augment communications; and bone anchored hearing aids (osseonintegrated auditory implants). Benefits are limited as shown in the Schedule of Benefits.

For the purposes of this Benefit:

**Related services** means those services necessary to assess, select, and adjust or fit the hearing aid to ensure optimal performance, including, but not limited to:

- Audiological exams;
- Replacement ear molds; and
- Repairs to the hearing instrument.
- 7. **Infertility Treatment** We Cover services for the diagnosis and Treatment (surgical and medical) of infertility when such infertility is the result of malformation, disease or dysfunction, latrogenic infertility, or a correctable medical condition otherwise covered under the plan. Such Coverage is available as follows:
  - a. **Infertility Services.** Infertility services will be provided to an Insured Person who is an appropriate candidate for infertility Treatment. In order to determine eligibility, We will use guidelines established by the American College of Obstetricians and Gynecologists, and the American Society for Reproductive Medicine.

Infertility services include:

- Initial evaluation;
- Semen analysis;
- Laboratory evaluation;
- Evaluation of ovulatory function;
- Postcoital test;
- Endometrial biopsy;
- Pelvic ultra sound;
- Hysterosalpingogram;
- Sonohysterogram;
- Testis biopsy;
- In-vitro fertilization,
- Uterine embryo lavage,
- Embryo transfer,
- Artificial insemination,
- Gamete intrafallopian tube transfer,
- Zygote intrafallopian tube transfer,
- Low tubal ovum transfer;
- Intracytoplasmic sperm injection
- Blood tests; and
- Medically appropriate Treatment of ovulatory dysfunction.

Additional tests may be Covered if the tests are determined to be Medically Necessary.

b. **Fertility Preservation Services**. Fertility preservation services will be provided for Medically Necessary expenses for standard fertility preservation services when a necessary medical Treatment may directly or indirectly cause iatrogenic infertility to an Insured Person.

**Iatrogenic infertility** means impairment by surgery, radiation, chemotherapy or other medical Treatment affecting reproductive organs or processes.

**Standard fertility preservation services** means procedures based upon current evidence-based standards of care established by the American Society for Reproductive Medicine, the American Society of Clinical Oncology, or other national medical associations that follow current evidence-based standards of care.

All services must be provided by Physicians who are qualified to provide such services in accordance with the guidelines established and adopted by the American Society for Reproductive Medicine. We will not discriminate based on the Insured Person's expected length of life, present or predicted disability, degree of medical dependency, quality of life, other health conditions, or based on personal characteristics including age, sex, sexual orientation, marital status, when determining coverage under this benefit.

- 8. Maternity Benefit for maternity charges as follows:
  - a. Routine prenatal care
  - b. Hospital stays for mother and newly born child will be provided for up to 48 hours for normal vaginal delivery and 96 hours (not including the day of surgery) for a caesarean section delivery unless the caesarean section delivery is the result of Complications of Pregnancy. If the delivery is the result of Complications of Pregnancy, the Hospital stay will be covered the same as for any other Covered Sickness. Services of a licensed Nurse midwife are covered when rendered in a Hospital or licensed outpatient facility rendering maternity services.

Home Births are also covered when services are rendered by a licensed Nurse midwife.

Services covered as inpatient care will include medical, educational, and any other services that are consistent with the inpatient care recommended in the protocols and guidelines developed by national organizations that represent pediatric, obstetric and nursing professionals.

- c. **Inpatient Physician charges or Surgeon charges** will be covered the same as for any other Covered Sickness for both mother and newborn child.
- d. Physician-directed Follow-up Care including:
  - 1. Physician assessment of the mother and newborn;
  - 2. Parent education;
  - 3. Assistance and training in breast or bottle feeding;
  - 4. Assessment of the home support system;
  - 5. Performance of any prescribed clinical tests; and
  - 6. Any other services that are consistent with the follow-up care recommended in the protocols and guidelines developed by national organizations that represent pediatric obstetrical and nursing professionals.

This benefit will apply to services provided in a medical setting or through Home Health Care visits. Any Home Health Care visit must be provided by an individual knowledgeable and experienced in maternity and newborn care. All Home Health Care visits that are made necessary by early discharge from the Hospital must be performed within 72 hours after discharge. When a mother or a newborn receives at least the number of hours of inpatient care shown in item "b", the Home Health Care visit benefit will apply to follow-up care that is determined to be necessary by the health care professionals responsible for discharging the mother or newborn.

e. Outpatient Physician's visits will be covered the same as for any other Covered Sickness.

- f. **Donated Human Breast Milk** We will cover the use of pasteurized donated human breast milk, which may include human milk fortifiers as Medically Necessary, if:
  - The Insured Person is an infant under the age of 6 months;
  - A Physician prescribes the milk for the Insured Person; and
  - All of the following conditions are met:
    - The milk is obtained from a human milk bank that meets quality guidelines established by the Human Milk Banking Association of North America or is licensed by the Department of Public Health;
    - The infant's mother is medically or physically unable to produce maternal breast milk or produce maternal breast milk in sufficient quantities to meet the infant's needs or the maternal breast milk in contraindicated;
    - o The milk has been determined to be Medically Necessary for the infant; and
    - One or more of the following applies:
      - The infant's birth weight is below 1,500 grams;
      - The infant has a congenital or acquired condition that places the infant at a high risk for development of necrotizing enterocolitis;
      - The infant has infant hypoglycemia;
      - The infant has congenital heart disease;
      - The infant has had or will have an organ transplant;
      - The infant has sepsis; or
      - The infant has any other serious congenital or acquired condition for which the use of donated human breast milk is Medically Necessary and supports the treatment and recovery of the infant.

We also cover the use of pasteurized donated human breast milk, which may include human milk fortifiers as Medically Necessary, if:

- The Insured Person is a child 6 months through 12 months of age;
- A Physician prescribes the milk for the Insured Person; and
- All of the following conditions are met:
- The milk is obtained from a human milk bank that meets quality guidelines established by the Human Milk Banking Association of North America or is licensed by the Department of Public Health;
- The child's mother is medically or physically unable to produce maternal breast milk or produce maternal breast milk in sufficient quantities to meet the child's needs or the maternal breast milk is contraindicated;
- The milk has been determined to be Medically Necessary for the child; and
- One or more of the following applies:
  - The child has spinal muscular atrophy;
  - The child's birth weight was below 1,500 grams; and
  - He or she has long-term feeding or gastrointestinal complications related to prematurity;
  - The child has had or will have an organ transplant; or
  - The child has a congenital or acquired condition for which the use of donated human breast milk is Medically Necessary and supports the treatment and recovery of the child.
- 9. **Prosthetic and Customized Orthotic Devices** to replace all or part of a body organ, or replace all or part of the function of a permanently inoperative, absent, or malfunctioning body part when Medically Necessary and prescribed by a Physician. Such devices must be from any Illinois licensed prosthetist, licensed orthotist, or licensed pedorthist. Repairs and replacements of prosthetic devices and customized orthotic devices are also covered unless necessitated by misuse or loss.

For the purposes of this Benefit:

**Customized orthotic device** means a supportive device for the body or a part of the body, the head, neck, or extremities, and includes the replacement or repair of the device based on the patient's physical condition as Medically Necessary, excluding foot orthotics defined as an in-shoe device designed to support the structural components of the foot during weight-bearing activities.

**Prosthetic device** means an artificial device to replace, in whole or in part, an arm or leg and includes accessories essential to the effective use of the device and the replacement or repair of the device based on the patient's physical condition as Medically Necessary.

- 10. **Outpatient Private Duty Nursing** services for non-hospitalized care performed by a R.N. or L.P.N for a Covered Injury or Covered Sickness if the condition requires skilled nursing care and visiting nursing care is not adequate. Services must be:
  - rendered in the home;
  - prescribed by the attending Physician as being Medically Necessary; and
  - performed by a certified Home Health Care Agency.
- 11. **Student Health Center/Infirmary Expense Benefit** if an Insured Student incurs Covered Medical Expenses as the result of Treatment at a Student Health Center/Infirmary, We will pay the Covered Medical Expenses incurred. Benefits will not exceed the amount shown in the Schedule of Benefits.
- 12. Non-emergency Care While Traveling Outside of the United States for Medically Necessary Treatment when You are traveling outside of the United States.

# PEDIATRIC DENTAL AND VISION BENEFITS

- 1. **Pediatric Dental Care Benefit** for the following dental care services for Insured Persons (to the end of the month in which the Insured Person turns age 19):
  - a. Preventive dental care, that includes procedures which help to prevent oral disease from occurring, including:
    - 1. Dental examinations, visits and consultations once within a 6-month consecutive period (when primary teeth erupt);
    - 2. X-ray, full mouth x-rays at 36-month intervals, bitewing x-rays at 6 to 12-month intervals, or panoramic x-rays at 36-month intervals, and other x-rays if Medically Necessary (once primary teeth erupt);
    - 3. Prophylaxis (scaling and polishing the teeth) at 6-month intervals;
    - 4. Topical fluoride application at 6-month intervals where the local water supply is not fluoridated;
    - 5. Sealants on unrestored permanent molar teeth; and
    - 6. Unilateral or bilateral space maintainers for placement in a restored deciduous and/or mixed dentition to maintain space for normally developing permanent teeth.
  - b. Emergency dental care, which includes emergency palliative Treatment required to alleviate pain and suffering caused by dental disease or trauma.
  - c. Routine Dental Care: We Cover routine dental care provided in the office of a Dental Provider, including:
    - 1. Procedures for simple extractions and other routine dental surgery not requiring Hospitalization, including preoperative care and postoperative care;
    - 2. In-office conscious sedation;
    - 3. Amalgam, composite restorations and stainless-steel crowns; and
    - 4. Other restorative materials appropriate for children.
  - d. Endodontic services, including procedures for Treatment of diseased pulp chambers and pulp canals, where Hospitalization is not required.

- e. Prosthodontic services as follows:
  - 1. Removable complete or partial dentures, including 6-months follow- up care; and
  - 2. Additional services include insertion of identification slips, repairs, relines and rebases and Treatment of cleft palate.

Fixed bridges are not Covered unless they are required:

- 1. For replacement of a single upper anterior (central/lateral incisor or cuspid) in a patient with an otherwise full complement of natural, functional and/or restored teeth
- 2. For cleft palate stabilization; or
- 3. Due to the presence of any neurologic or physiologic condition that would preclude the placement of a removable prosthesis, as demonstrated by medical documentation.
- f. Periodontic services include but are not limited to:
  - 1. root planning and scaling at 24-month intervals;
  - 2. gingivectomy at 36-month intervals;
  - 3. gingival flap procedures at 36-month intervals; and
  - 4. osseous surgery (including flap and closure) at 5 year intervals.
- g. Orthodontics when Medically Necessary to help restore oral structures to health and function and to treat serious medical conditions such as: cleft palate and cleft lip; maxillary/mandibular micrognathia (underdeveloped upper or lower jaw); extreme mandibular prognathism; severe asymmetry (craniofacial anomalies); ankylosis of the temporomandibular joint; and other significant skeletal dysplasia's.

Procedures include but are not limited to:

- 1. Rapid Palatal Expansion (RPE);
- 2. Placement of component parts (e.g. brackets, bands);
- 3. Interceptive orthodontic Treatment;
- 4. Comprehensive orthodontic Treatment (during which orthodontic appliances are placed for active Treatment and periodically adjusted);
- 5. Removable appliance therapy; and
- 6. Orthodontic retention (removal of appliances, construction and placement of retainers).
- 2. **Pediatric Vision Care Benefit** for Insured Persons (to the end of the month in which the Insured Person turns age 19).

We will provide benefits for:

- a. 1 vision examination per Policy Year; and
- b. 1 pair of prescribed lenses and frames or contact lenses (in lieu of eyeglasses) per Policy Year.

### MISCELLANEOUS DENTAL SERVICES

- 1. Accidental Injury Dental Treatment as the result of Injury to Sound, Natural Teeth. Routine dental care and Treatment are not payable under this benefit. Damage to teeth due to chewing or biting is not deemed an accidental Injury and is not covered.
- 2. Sickness Dental Expense Benefit when, by reason of Sickness, You require Treatment for impacted wisdom teeth or dental abscesses, We will pay the Covered Percentage of the Covered Medical Expenses incurred for the Treatment.
- 3. **Treatment for Temporomandibular Joint (TMJ) Disorders** for Treatment provided for temporomandibular (joint connecting the lower jaw to the temporal bone at the side of the head) and craniomandibular (head and neck muscle) disorders.

- 4. **Dental Anesthesia Care Benefit** for Covered Medical Expenses incurred, and cost of any anesthetics provided, in conjunction with dental care that is provided to an Insured Person in a Hospital or Ambulatory Surgical Center will be paid on the same basis as any other Covered Sickness if any of the following applies:
  - a. The Insured Person is a child age six (6) or under;
  - b. The Insured Person has a medical condition that requires hospitalization or general anesthesia for dental care; or
  - c. The Insured Person is Disabled.

# For the purposes of this Benefit

**Disabled** means a person, regardless of age, with a chronic disability if the chronic disability meets the following conditions:

- a. It is attributable to a mental or physical impairment or combination of mental and physical impairments;
- b. It is likely to continue;
- c. It results in substantial functional limitations in one or more of the following areas of major life activity:
  - Self-care;
  - Receptive and expressive language;
  - Learning;
  - Mobility;
  - Capacity for independent living; or
  - Economic self-sufficiency.

We will also cover the cost of anesthetics provided by a dentist in conjunction with dental care that is provided to an Insured Person in a dental office, oral surgeon's office, Hospital or Ambulatory Surgical Center if any of the following applies:

- a. The Insured Person is under age 26; and
- b. The Insured Person has been diagnosed with an Autism Spectrum Disorder or a developmental disability as defined in Section 1-106 of the Mental Health and Developmental Disabilities Code.

# **PRESCRIPTION DRUGS**

1. **Prescription Drugs** are medications filled in an outpatient pharmacy for which a Physician's written prescription is required up to the amount shown in the Schedule of Benefits. This benefit is limited to medication necessary for the Treatment of the Covered Injury or Covered Sickness for which a claim is made. Some outpatient prescription drugs are subject to pre-certification. These prescription requirements help Your prescriber and pharmacists check that Your outpatient prescription drug is clinically appropriate using evidence-based criteria. Buprenorphine products or brand equivalent products for Medically Assisted Treatment (MAT) of opioid use disorder shall not include prior authorization, dispensing limits, fail first policies, or lifetime limit requirements.

Covered Medical Expenses include immunosuppressant prescription drugs with a written prescription after an approved organ transplant. When the prescribing Physician indicates "May not substitute", We will not require the pharmacy to issue a different prescription drug without written notification and documented consent by You and the prescribing Physician.

- a. **Off-Label Drug Treatments** When prescription drugs are provided as a benefit of the issued Certificate, they will include a drug that is prescribed for a use that is different from the use for which that drug has been approved for marketing by the Federal Food and Drug Administration (FDA), provided that all of the following conditions have been met:
  - 1. The drug is approved by the FDA;
  - 2. The drug is prescribed for the Treatment of a life-threatening condition, including cancer, HIV or AIDS;
  - 3. The drug has been recognized for Treatment of that condition by a nationally recognized drug database or two separate articles in major peer reviewed medical journals/clinical practice guidelines (cancer indications will only require evidence from ONE article or clinical practice guideline).

When this portion of the prescription benefit is used, it will be the responsibility of the prescriber to submit to Us documentation supporting compliance with the requirements of this benefit.

As it pertains to this benefit, life threatening means either or both of the following:

- a. Disease or conditions where the likelihood of death is high unless the course of the disease is interrupted; or
- b. Disease or conditions with a potentially fatal outcome and where the end point of clinical intervention is survival.

This benefit will include prescription inhalants Medically Necessary and prescribed by a treating Physician to enable an Insured Person to breathe when suffering from asthma or other life-threatening bronchial ailments. This benefit also includes refills for expired or utilized Opioid Antagonists Opioid Antagonist means a drug that binds to opioid receptors and blocks or inhibits the effect of opioids acting on those receptors, including, but not limited to, naloxone hydrochloride or any other similarly acting drug approved by the FDA.

- b. **Dispense as Written (DAW)** If a prescriber prescribes a covered Brand-Name Prescription Drug where a Generic Prescription Drug equivalent is available and specifies: "Dispense as Written" (DAW), You will pay the cost sharing for the Brand-Name Prescription Drug. If a prescriber does not specify DAW and the Member requests a covered Brand-Name Prescription Drug where a Generic Prescription Drug equivalent is available, the Member will be responsible for the cost difference between the Brand-Name Prescription Drug and the Generic Prescription Drug equivalent, and the cost sharing that applies to Brand-Name Prescription Drugs. This DAW penalty does not apply to Your Out-of-Pocket Maximum or Deductible.
- c. **Investigational Drugs and Medical Devices** The Prescription Drug benefit includes a drug or device that is Investigational if the intended use of the drug or device is included in the labeling authorized by the FDA or if the use of the drug or device is recognized in one of the standard reference compendia or in peer-reviewed medical literature.
- d. **Specialty Prescription Drugs** are limited to no more than a 30 day supply. However, if the Specialty Prescription Drug dispensed is the smallest package size available and exceeds a 30 day supply. You are responsible for the cost sharing defined for the day supply in as shown in the Schedule of Benefits.

Specialty Drugs – are Prescription Drugs which:

- 1. Are only approved to treat limited patient populations, indications, or conditions; or
- 2. Are normally injected, infused, or require close monitoring by a Physician or clinically trained individual; or
- 3. Have limited availability, special dispensing and delivery requirements, and/or require additional patient support any or all of which make the Drug difficult to obtain through traditional pharmacies.

Specialty prescription drugs are identified in the Formulary posted on Our website at www.wellfleetstudent.com.

- e. **Self-Administered Prescription Drugs** Certain self-administered Prescription Drugs are only covered under the Prescription Drug benefit and are excluded from the medical benefit. Self-administered Prescription Drugs will not be covered when dispensed through a Physician's office or outpatient Hospital, except in emergency situations. While members may self-administer these medications, they can still obtain these medications at the pharmacy and have them administered at an office visit. Coverage exceptions may be granted if self-administered Prescription Drugs are required as part of a hospitalization or emergency room visit. The list of self-administered Prescription Drugs only covered under the Prescription Drug benefit and excluded from the medical benefit can be found here: www.wellfleetstudent.com.
- f. **Retail Pharmacy Supply Limits** We will pay for no more than a 30 day supply of a Prescription Drug purchased at a retail pharmacy. You are responsible for 1 cost sharing amount for up to a 30 day supply. However, if the Prescription Drug dispensed is the smallest package size available and exceeds a 30 day supply. You are responsible for the cost sharing defined for the day supply as shown in the Schedule of Benefits.

- g. **Step Therapy** When medications for the Treatment of any medical condition are restricted for use by a step therapy or fail-first protocol, the prescribing practitioner shall have access to a clear and convenient process to request an override of the restriction from Us. An override of that restriction will be granted by Us upon completion of the review if all necessary information to perform the override review has been provided, under the following documented circumstances:
  - 1. The prescribing practitioner can demonstrate, based on sound clinical evidence, that the preferred Treatment required under step therapy or fail-first protocol has been ineffective in the Treatment of Your disease or medical condition; or
  - 2. Based on sound clinical evidence or medical and scientific evidence:
    - a. The prescribing practitioner can demonstrate that the preferred Treatment required under the step therapy or fail-first protocol is expected or likely to be ineffective based on the known relevant physical or mental characteristics of the Insured Person and known characteristics of the drug regimen; or
    - b. The prescribing practitioner can demonstrate that the preferred Treatment required under the step therapy or fail-first protocol will cause or will likely cause an adverse reaction or other physical harm to You.
- h. **Quantity Limits** Some Outpatient Prescription Drugs are subject to quantity limits. The quantity limits help the prescriber and pharmacist check that the Outpatient Prescription Drug is used correctly and safely. We rely on medical guidelines, FDA-approved recommendations and other criteria developed by Us to set these quantity limits. Short-term opioid prescriptions for acute pain will be provided for no more than 7 days.
- i. **Tier Status** The tier status of a Prescription Drug may change periodically. These changes may occur without prior notice to You. However, if You have a prescription for a drug that is being moved to a higher tier (other than a Brand-Name Drug that becomes available as a Generic Prescription Drug) We will notify You. When such changes occur, Your out-of-pocket expense may change. You may access the most up to date tier status on Our website at www.wellfleetstudent.com or by calling the number on Your ID card.
- j. **Compounded Prescription Drugs** will be Covered only when they contain at least 1 ingredient that is a Covered legend Prescription Drug, do not contain bulk chemicals, and are obtained from a pharmacy that is approved for compounding. Compounded Prescription Drugs may require Your Provider to obtain Preauthorization. Compounded Prescription Drugs will be covered as the tier associated with the highest tier ingredient.
- k. Formulary Exception Process If a Prescription Drug is not on Our Formulary, You, Your Authorized Representative or Your prescribing Physician may request a Formulary exception for clinically appropriate Prescription Drug in writing, electronically or telephonically. If coverage is denied under Our standard or expedited Formulary exception process, the Covered Person is entitled to an external appeal as outlined in the External Appeal section of this Certificate. Refer to the Formulary posted on Our website at www.wellfleetstudent.com or call the number on Your ID card to find out more about this process.

**Standard Review of a Formulary Exception** – We will make a decision and notify You or Your Authorized Representative and the prescribing Health Care Professional no later than 72 hours after Our receipt of the Member's request. If We approve the request, We will cover the Prescription Drug while You are taking the Prescription Drug, including any refills. This approval authorization requires renewal at least every 12 months.

**Expedited Review of Formulary Exception** – If You are suffering from a health condition that may seriously jeopardize Your health, life or ability to regain maximum function or if You are undergoing a current course of Treatment using a Non-Formulary Prescription Drug, You may request an expedited review of a Formulary exception. These requests should include a statement from Your prescribing Physician that harm could reasonably come to You if the requested drug is not provided within the timeframes for Our standard Formulary exception process. We will make a decision and notify You or Your Authorized Representative and the prescribing Physician no later than 24 hours after Our receipt of Your request. If We approve the request, We will cover the Prescription Drug.

This approval authorization requires renewal at least every 12 months. Refer to the Formulary posted on Our website at www.wellfleetstudent.com or call the number on Your ID card to find out more about this non-Formulary drug exception process

- Tobacco cessation prescription and over-the-counter drugs Tobacco cessation prescription drugs and OTC drugs will be covered for two 90-day treatment regimens only. Any additional prescription drug treatment regimens will be subject to the cost sharing in Your schedule of benefits. For details on the current list of tobacco cessation prescription drugs and OTC drugs covered with no cost sharing during the two 90-day treatment regimens allowed, refer to the Formulary posted on Our website www.wellfleetstudent.com or call the toll free number on Your ID card.
- m. **Zero Cost Medications** In addition to ACA Preventive Care medications, certain Prescription Drugs are covered at no cost to You. These zero cost medications can be identified in the Formulary posted on Our website at www.wellfleetstudent.com.
- n. **Preventive contraceptives -** Your Outpatient Prescription Drug plan covers certain Prescription drugs and devices that the U.S. Food and Drug Administration (FDA) has approved to prevent pregnancy when prescribed by a Physician and the prescription is submitted to the pharmacist for processing. Your outpatient prescription drug plan also covers related services and supplies needed to administer covered devices. At least 1 form of contraception in each of the methods identified by the FDA is included. You can access the list of contraceptive prescription drugs by referring to the Formulary posted on Our website at www.wellfleetstudent.com or calling the toll-free number on Your ID card.

We cover over-the-counter (OTC) and **Generic Prescription Drugs** and devices for each of the methods identified by the FDA at no cost share. If a **Generic Prescription Drug** or device is not available for a certain method, You may obtain a certain **Brand-Name Prescription Drug** for that method at no cost share.

- o. **Orally administered anti-cancer drugs, including chemotherapy drugs Covered Medical Expenses** include any drug prescribed for the Treatment of cancer if it is recognized for Treatment of that indication in a standard reference compendium or recommended in the medical literature even if the drug is not approved by the FDA for a particular indication.
- p. **Diabetic supplies -** The following diabetic supplies may be obtained under Your Prescription Drug benefit upon prescription by a Physician:
  - Insulin
  - Insulin syringes and needles
  - Blood glucose and urine test strips
  - Lancets
  - Alcohol swabs

You can access the list of diabetic supplies by referring to the Formulary posted on Our website at www.wellfleetstudent.com or by calling the toll-free number on Your ID card. See Your Diabetic services and supplies (including equipment and training) section for coverage of blood glucose monitors and external insulin pumps.

- q. **Preventive Care drugs and Supplements-** Covered Medical expenses include preventive care drugs and supplements (including over the counter drug and supplements as required by the Affordable Care Act (ACA) guidelines when prescribed by a Physician and the prescription is submitted to the pharmacist for processing.
- r. **Opioid Antagonist** We will pay for at least one opioid antagonist drug when prescribed by a Physician, including the medication product, administrative devices, and any Medically Necessary pharmacy charges for the dispensing of the drug. Covered Medical Expenses will include refills.

For the purposes of this Benefit:

**Opioid Antagonist** means a drug that binds to opioid receptors and blocks or inhibits the effect of opioids acting on those receptors, including, but not limited to, naloxone hydrochloride or any other similar acting drug approved by the U.S. Food and Drug Administration.

- s. **Early Refill of Prescription Eye Drops** We will provide coverage for refills of prescription eye drops on the same basis as any other Prescription Drug provided that:
  - 1. The medication is for Treatment of a chronic condition of the eye;
  - 2. You requested the refill prior to the last day of the prescribed dosage and after at least 75% of the predicated days of use; and
  - 3. The prescribing Physician indicates on the original Prescription order that refills are permitted, and early refills do not exceed the total number of refills prescribed.
- t. **Medication Synchronization** We may cover a prescription filled by a pharmacy early one time. This way the pharmacy can synchronize Your chronic medications. If You take multiple medications, We can help make sure You follow the prescribed course of Treatment by dispensing them all at the same time and at the same pharmacy. We will do this if Your prescriber or pharmacist decides filling or refilling the prescription that way is in Your best interest, and You request less than a 30-day supply.
- u. **Intranasal opioid reversal agent** We will provide coverage for at least one intranasal opioid reversal agent prescription for initial prescriptions of opioids with dosages of 50 MME or higher.
- v. Acute and Chronic Pain We will provide coverage for Medically Necessary topical anti-inflammatory medication including, but not limited to, Ketoprofen, Diclofenac, or another brand equivalent approved by the FDA for acute and chronic pain.
- w. **Epinephrine Injectors** We will provide coverage for Medically Necessary epinephrine injectors for Insured Persons 18 years of age or under. This medication is used in emergencies to treat very serious allergic reactions to insect stings/bites, foods, drugs, or other substances. Epinephrine acts quickly to improve breathing, stimulate the heart, raise a dropping blood pressure, reverse hives, and reduce swelling of the face, lips, and throat.

Epinephrine injector includes an auto-injector approved by the U.S. Food and Drug Administration (FDA) for the administration of epinephrine and a pre-filled syringe approved by the FDA and used for the administration of epinephrine that contains a pre-measured dose of epinephrine that is equivalent to the dosages used in an auto-injector.

For the purpose of this benefit:

Epinephrine auto-injector means a single-use device used for the automatic injection of a pre-measured dose of epinephrine into the human body.

### **Mandated Benefits for Illinois**

**Mandate Disclaimer**: If any Preventive Services Benefit is subject to the mandated benefits required by state law, they will be administered under the federal or state guideline, whichever is more favorable to the student.

1. Autism Spectrum Disorder Benefit for Medically Necessary expenses incurred for the Diagnosis and Treatment of Autism Spectrum Disorders for Insured Persons under 21 years of age. Benefits must be provided by a certified early intervention specialist as defined in Illinois law.

At Our request, the provider of Treatment for Autism Spectrum Disorder shall furnish medical records, clinical notes, or other necessary data the substantiate that initial or continued medical Treatment is Medically Necessary and resulting in improved clinical status. When Treatment is anticipated to require continued services to achieve demonstrable progress, the Insurer may request a treatment plan consisting of diagnosis, proposed treatment by type, frequency, anticipated duration of Treatment, the anticipated outcomes states as goals, and the frequency by which the treatment plan will be updated.

When making a determination of Medical Necessity for a Treatment modality for Autism Spectrum Disorders, We must make the determination in a manner consistent with the manner used to make such a determination with respect to other diseases or illnesses covered under the Certificate. This consistency requirement also applies to the appeals process, which must view any challenge to Medical Necessity as reasonable only if the review includes a Physician with expertise in the most current and effective Treatment modalities for Autism Spectrum Disorders.

If an Insured Person has been diagnosed as having an Autism Spectrum Disorder, meeting the diagnostic criteria in place at the time of diagnosis, and Treatment is determined Medically Necessary, then that Insured Person shall remain eligible for coverage even if subsequent changes to the diagnostic criteria are adopted by the American Psychiatric Association.

### For the purposes of this Benefit:

Autism Spectrum Disorder means pervasive developmental disorders as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, including autism, Asperger's disorder, and pervasive developmental disorder not otherwise specified.

**Diagnosis of Autism Spectrum Disorders** means one or more tests, evaluations, or assessments to diagnose whether an individual has Autism Spectrum Disorder that is prescribed, performed, or ordered by:

- a. a Physician licensed to practice medicine in all its branches; or
- b. a licensed clinical psychologist with expertise in diagnosing Autism Spectrum Disorders.

**Treatment for Autism Spectrum Disorders** shall include the following care prescribed, provided, or ordered for an Insured Person diagnosed with an Autism Spectrum Disorder by a Physician or a certified, registered, or licensed health care professional with expertise in treating effects of Autism Spectrum Disorders when the care is determined to be Medically Necessary and ordered by a Physician:

- a. Psychiatric care, meaning direct, consultative, or diagnostic services provided by a licensed psychiatrist;
- b. Psychological care, meaning direct or consultative services provided by a licensed psychologist;
- c. Habilitation or Rehabilitation care, meaning professional, counseling, and guidance services and treatment programs, including Applied Behavior Analysis, that are intended to develop, maintain, and restore the functioning of an individual. As used in this item, Applied Behavior Analysis means the design, implementation, and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relations between environment and behavior.
- d. Therapeutic care, including behavioral, speech, occupational, and physical therapies that provide Treatment in the following areas:
  - a. Self-care and feeding;
  - b. Pragmatic, receptive, and expressive language;
  - c. Cognitive functioning;
  - d. Applied Behavior Analysis, intervention, and modification;
  - e. Motor planning; and
  - f. Sensory processing.

These services will be covered regardless of the location where You receive them.

Benefits will be paid on the same basis as any other Covered Sickness.

- 2. Breast Cancer Pain Medication and Therapy Benefit Expenses incurred for Medically Necessary pain medication and pain therapy related to the Treatment of breast cancer will be paid on the same basis as any other Covered Sickness. Pain therapy that is medically based and includes reasonably defined goals including, but not limited to, stabilizing or reducing pain with periodic evaluations of the efficacy of the pain therapy against these goals.
- 3. **Comprehensive Cancer Testing Benefit** for Medically Necessary comprehensive cancer testing and testing of blood or constitutional tissue for cancer predisposition testing as determined by a Physician licensed to practice medicine in all of its branches.

Comprehensive cancer testing includes, but is not limited to, the following forms of testing:

- Targeted cancer gene panels.
- Whole-exome genome testing.
- Whole-genome sequencing.
- RNA sequencing.
- Tumor mutation burden.

Testing of blood or constitutional tissue for cancer predisposition testing includes, but is not limited to, the following forms of testing:

- Targeted cancer gene panels.
- Whole-exome genome testing.
- Whole-genome sequencing.
- 4. Emergency Medical Care due to Criminal Sexual Assault will be provided as shown in the Schedule of Benefits for charges incurred for the testing and examination of an Insured Person who is a victim of criminal sexual assault.
- 5. Habilitation Services for Children Benefit for Medically Necessary expenses incurred for a Dependent child under19 years of age with a congenital, genetic, or early acquired disorder will be paid the same as any other Covered Sickness so long as all of the following conditions are met:
  - a. A Physician has diagnosed the child's congenital, genetic, or early acquired disorder;
  - b. The Treatment is administered by a licensed speech-language pathologist, licensed audiologist, licensed occupational therapist, licensed physical therapist, licensed Physician, licensed nurse, licensed optometrist, licensed nutritionist,
  - c. licensed social worker, or licensed psychologist upon the referral of a Physician; and
  - d. The initial or continued Treatment must be Medically Necessary and therapeutic and not Experimental or Investigational.

In addition to the Exclusions and Limitations of this Certificate, this coverage does not apply to:

- a. Those services that are solely educational in nature or otherwise paid under State or federal law for purely educational services;
- b. Treatment of mental or emotional disorders or illnesses as covered elsewhere in this Certificate.

The provider of Habilitation Services will furnish, at Our request, medical records, clinical notes, or other necessary data that substantiate that initial or continued medical Treatment is Medically Necessary and is resulting in improved clinical status. When Treatment is anticipated to require continued services to achieve demonstrable progress, We may request a treatment plan consisting of diagnosis, proposed Treatment by type, frequency, anticipated duration of Treatment, the anticipated outcomes stated as goals, and the frequency by which the treatment plan will be updated.

For the purposes of this Benefit:

**Habilitation Services** means occupational therapy, physical therapy, speech therapy, and other services prescribed by the Insured Person's treating Physician pursuant to a treatment plan to enhance the ability of a child to function with a congenital, genetic, or early acquired disorder. A congenital or genetic disorder includes, but is not limited to, hereditary disorders. An early acquired disorder refers to a disorder resulting from illness, trauma, injury, or some other event or condition suffered by a child prior to that child developing functional life skills such as, but not limited to, walking, talking, or self-help skills. Congenital, genetic, and early acquired disorders may include, but are not limited to, autism or an Autism Spectrum Disorder, cerebral palsy, and other disorders resulting from early childhood illness, trauma, or injury.

6. **Human Papillomavirus Vaccine Benefit** for expenses incurred for a human papillomavirus vaccine (HPV) that is approved for marketing by the federal Food and Drug Administration (FDA).

Unless considered a Preventive Service, benefit will be paid the same as any other Covered Sickness.

7. Long-term Antibiotic Therapy for Tick-borne Diseases Benefit for expenses incurred for Medically Necessary Long-term Antibiotic Therapy for Insured Persons with Tick-borne Diseases. This includes Physician's Office Visits and ongoing testing.

The Long-term Antibiotic Therapy must be ordered by a Physician who is licensed to practice medicine in all its branches, after making a thorough evaluation of the Insured Person's:

- a. Symptoms;
- b. Diagnostic test results; or
- c. Response to treatment.

We will also cover the following drugs as a Long-term Antibiotic Therapy:

- a. An Experimental drug, if it is approved for an indication by the U.S. Food and Drug Administration (FDA); and
- b. A drug for an off-label use in the Treatment of Tick-borne Disease, if the drug has been approved by the FDA. This includes experimental drugs.

For the purposes of this Benefit:

**Long-term Antibiotic Therapy** means the administration of oral, intramuscular, or intravenous antibiotics singly or in combination for periods of time greater than 4 weeks.

**Tick-borne Disease** means a disease caused when an infected tick bites a person and the tick's saliva transmits an infectious agent (bacteria, viruses, or parasites) that can cause illness, including, but not limited to, the following:

- a. A severe infection with borrelia burgdorferi;
- b. A late stage, persistent, or chronic infection or complications related to such an infection;
- c. An infection with other strains of borrelia or a tick-borne disease that is recognized by the united states centers for disease control and prevention (CDC); and
- d. The presence of signs or symptoms compatible with acute infection of borrelia or other tick-borne diseases.

Benefits will be paid on the same basis as any other Covered Sickness.

- 8. **Mammography and Clinical Breast Examination** benefit for Medically Necessary expenses incurred by an Insured Person for screening by Low-dose Mammography for all women 35 years of age or older for the presence of occult breast cancer. The coverage shall be as follows:
  - a. A baseline mammogram for women 35 to 39 years of age.
  - b. An annual mammogram for women 40 years of age or older.
  - c. A mammogram at the age and intervals considered medically necessary by the woman's health care provider for women under 40 years of age and having a family history of breast cancer, prior personal history of breast cancer,

- d. positive genetic testing, or other risk factors.
- e. A comprehensive ultrasound screening and MRI of an entire breast or breasts if:
  - A mammogram demonstrates heterogeneous or dense breast tissue: or
    - When Medically Necessary as determined by a Physician.
- f. A screening MRI when Medically Necessary as determined by a Physician.
- g. A Diagnostic mammogram when determined Medically Necessary by a Physician, an advanced practice registered nurse, or a physician assistant.

We will also pay Medically Necessary expenses incurred by an Insured Person for complete and thorough clinical breast examinations as indicated by guidelines of practice, performed by a Physician, an advanced practice registered nurse who has a collaborative agreement with a collaborating Physician that authorizes breast examinations, or a Physician assistant who has been delegated authority to provide breast examinations, to check for lumps and other changes for the purpose of early detection and prevention of breast cancer as follows: a. at least every 3 years for women at least 20 years of age but less than 40 years of age; and

b. annually for women 40 years of age or older.

This benefit includes coverage for fibrocystic breast condition in the absence of a breast biopsy demonstrating an increased disposition to the development of breast cancer unless the Insured Person's medical history is able to confirm a chronic, relapsing, symptomatic breast condition.

For the purposes of this Benefit:

Diagnostic mammogram means a mammogram obtained using diagnostic mammography.

**Diagnostic mammography** means a method of screening that is designed to evaluate an abnormality in a breast, including an abnormality seen or suspected on a screening mammogram or a subjective or objective abnormality otherwise detected in the breast.

**Low-dose Mammography** means the x-ray examination of the breast using equipment dedicated specifically for mammography, including the x-ray tube, filter, compression device, and image receptor, with radiation exposure delivery of less than 1 rad per breast for 2 views of an average size breast. The term also includes digital mammography and includes breast tomosynthesis.

Benefits will be paid as shown in the Schedule of Benefits.

9. Multiple Sclerosis Preventive Physical Therapy Benefit for expenses incurred for Medically Necessary Preventive Physical Therapy for Insured Persons diagnosed with multiple sclerosis.

### For the purposes of this Benefit:

**Preventive Physical Therapy** means physical therapy that is prescribed by a Physician for the purpose of treating parts of the body affected by multiple sclerosis. This Preventive Physical Therapy must include reasonably defined goals including, but not limited to, sustaining the level of function the person has achieved with periodic evaluation of the efficacy of the physical therapy against those goals.

Benefits will be paid on the same basis as any other Covered Sickness.

10. Naprapathic Services for Treatment of a Covered Injury or Covered Sickness when the Insured Person is referred by their Physician to a naprapath. Benefits will be paid as shown in the Schedule of Benefits.

For the purposes of the Benefit: **Naprapath** is a practitioner of naprapathy.

**Naprapathy** is a system of treatment by manipulation of connective tissue and adjoining structures and by dietary measures that is held to facilitate the recuperative and regenerative processes of the body.

Massage therapists are not eligible providers of naprapathy services.

- 11. Pancreatic Screening Expenses for Medically Necessary pancreatic cancer screening.
- 12. **Pediatric Autoimmune Neuropsychiatric Disorders Benefit** for the Treatment of pediatric autoimmune neuropsychiatric disorders associated with streptococcal infections and pediatric acute onset neuropsychiatric syndrome. Covered Medical Expenses will include Treatment associated to the disorders including but not limited to the use of intravenous immunoglobulin therapy.

Benefits will be paid on the same basis as any other Covered Sickness.

13. **Post-Mastectomy Benefit** for Covered Medical Expenses incurred for inpatient care following a mastectomy for a length of time determined by the attending Physician to be Medically Necessary and in accordance with protocols and guidelines based on sound scientific evidence and upon evaluation of the patient.

Coverage will also be provided for a post-discharge Physician office visit or in-home nurse visit to verify the condition of the Insured Person in the first 48 hours after discharge.

Benefits will be paid on the same basis as any other Covered Sickness.

- 14. Skin Cancer Screening Benefit for expenses incurred for one annual Physician's office visit for a whole body skin examination for lesions suspicious for skin cancer. Benefits will be paid the same as any other Preventive Service.
- 15. **Port-Wine Stain Treatment Expense Benefit** for the Medically Necessary Treatment to remove or provide maximum feasible Treatment of nevus flammeus, also known as port-wine stains. This includes, but it not limited to, port-wine stains caused by Sturge-Weber syndrome.

Treatment or maximum feasible Treatment includes early intervention Treatment, including topical, intralesional, or systemic medical therapy and surgery, and laser treatments approved by the FDA in Insured Persons aged 18 years and younger that are intended to prevent functional impairment related to:

- Vision function;
- Oral function;
- Inflammation;
- Bleeding;
- Infection; and
- Other medical complications associated with port-wine stains.

Coverage for Treatment does not include Treatment exclusively for cosmetic purposes.

- 16. Blood Testing Expenses for the following when recommended by a Physician:
  - 1. A1C testing for prediabetes, type 1 diabetes, and type 2 diabetes in accordance with prediabetes and diabetes risk factors identified by the United States Centers for Disease Control and Prevention; and
  - 2. Vitamin D testing in accordance with vitamin D deficiency risk factors identified by the United States Centers for Disease Control and Prevention. Vitamin D testing in accordance with vitamin D deficiency risk factors identified by the United States Centers for Disease Control and Prevention.

For the purposes of this benefit:

"A1C testing" means blood sugar level testing used to diagnose prediabetes, type 1 diabetes, and type 2 diabetes and to monitor management of blood sugar levels.

"Vitamin D testing" means vitamin D blood testing that measures the level of vitamin D in an individual's blood.

# SECTION V - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If, as the result of a covered Accident, You sustain any of the following losses within the time shown in the Schedule of Benefits, We will pay the benefit shown.

Loss of Life	The Principal Sum
Loss of hand	
Loss of Foot	
Loss of either one hand, one foot or sight of one eye	
Loss of more than one of the above losses due to one Accident	

Loss of hand or foot means the complete severance through or above the wrist or ankle joint. Loss of eye means the total permanent loss of sight in the eye. The Principal Sum is the largest amount payable under this benefit for all losses resulting from any one (1) Accident.

### SECTION VI - EXCLUSIONS AND LIMITATIONS

**Exclusion Disclaimer**: Any exclusion in conflict with the Patient Protection and Affordable Care Act or any stateimposed requirements will be administered to comply with the requirements of the federal or state guideline, whichever is more favorable to You.

The Certificate does not cover loss nor provide benefits for any of the following, except as otherwise provided by the benefits of the Certificate and as shown in the Schedule of Benefits.

### **General Exclusions**

- International Students Only Eligible expenses within Your Home Country or country of origin that would be payable or medical Treatment that is available under any governmental or national health plan for which You could be eligible.
- Treatment, service or supply which is not Medically Necessary for the diagnosis, care or Treatment of the sickness or injury involved. This applies even if they are prescribed, recommended or approved by the Student Health Center or by Your attending Physician or dentist.
- Medical services rendered by a provider employed for or contracted with the Policyholder, including team Physicians or trainers, except as specifically provided in the Schedule of Benefits or as part of the Student Health Center benefits provided by this plan.
- Professional services rendered by an Immediate Family Member or anyone who lives with You.
- Charges of an institution, health service or infirmary for whose services payment is not required in the absence of insurance or services covered by Student Health Fees.
- Any expenses in excess of Usual and Customary Charges except as provided in the Certificate.
- Treatment, services, supplies or facilities in a Hospital owned or operated by the Veterans Administration or a national government or any of its agencies, except when a charge is made which You are required to pay.
- Services that are duplicated when provided by both a certified Nurse midwife and a Physician.
- Expenses payable under any prior policy which was in force for the person making the claim.
- Loss resulting from war or any act of war, whether declared or not, or loss sustained while in the armed forces of any country or international authority.
- Injury sustained as the result of Your operation of a motor vehicle while not properly licensed to do so in the jurisdiction in which the motor vehicle Accident takes place.
- Expenses covered under any Workers' Compensation, occupational benefits plan, mandatory automobile no-fault plan, public assistance program or government plan, except Medicaid.
- Expenses incurred after:
  - The date insurance terminates as to an Insured Person, except as specified in the extension of benefits provision; and
  - The end of the Policy Year specified in the Policy.
- Elective Surgery or Elective Treatment unless such coverage is otherwise specifically covered under the Certificate.

- Any loss to which a contributing cause was Your commission of or attempt to commit a felony or to which a contributing cause was Your being engaged in an illegal occupation.
- You are participating in a riot.
- Custodial Care service and supplies.
- Charges for hot or cold packs for personal use.
- Services of private duty Nurse except as provided in the Certificate.
- Expenses that are not recommended and approved by a Physician.
- Experimental or Investigative drugs, devices, Treatments or procedures unless otherwise covered under Covered Clinical Trials or covered under clinical trials (routine patient costs). See the Other Benefits section for more information.
- Routine harvesting and storage of stem cells from newborn cord blood, the purchase price of any organ or tissue, donor services if the recipient is not an Insured Person under this plan, or services for or related to the transplantation of animal or artificial organs or tissues.
- Loss incurred as the result of riding as a passenger or otherwise (including skydiving) in a vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a scheduled airline maintaining regular published schedules on a regularly established route anywhere in the world.
- Non-physical, occupational, speech therapies (art, dance, etc.).
- Modifications made to dwellings.
- General fitness, exercise programs.
- Hypnosis.
- Rolfing.
- Biofeedback.
- Charges incurred for acupuncture, in any form, except to the extent provided in the Schedule of Benefits.
- Sleep Disorders, except for the diagnosis and Treatment of obstructive sleep apnea.
- Routine foot care, including the paring or removing of corns and calluses, or trimming of nails, unless these services are determined to be Medically Necessary because of Injury, infection or disease.

# **Activities Related**

- Braces and appliances used as protective devices during a student's participation in sports. Replacement braces and appliances are not covered.
- Loss resulting from playing, practicing, traveling to or from, or participating in, or conditioning for, any professional sport.
- Loss resulting from playing, practicing, traveling to or from, or participating in, or conditioning for, any Intercollegiate or club sports for which benefits are paid under another Sports Accident policy issued to the Policyholder; or for which coverage is provided by the National Collegiate Athletic Association (NCAA), National Association of Intercollegiate Athletic (NAIA) or any other sports association.
- Racing or speed contests, skin diving or sky diving, mountaineering (where ropes or guides are customarily used), ultra-light aircraft, parasailing, sail planing, hang gliding, bungee jumping, travel in or on ATV's (all terrain or similar type vehicles) or other hazardous sport or hobby.

# Weight Management/Reduction

- Weight management. Weight reduction. Nutrition programs. This does not apply to nutritional counseling or any screening or assessment specifically provided under the Preventive Services benefit, or otherwise specifically covered under the Certificate.
- Treatment for obesity except surgery for morbid obesity (bariatric surgery). Surgery for removal of excess skin or fat.

# **Family Planning**

- Infertility Treatment (male or female)-this includes but is not limited to:
  - Procreative counseling;
  - Premarital examinations;
  - Genetic counseling and genetic testing;

- Impotence, organic or otherwise;
- o Injectable infertility medication, including but not limited to menotropins, hCG and GnRH agonists;
- $\circ$   $\,$  Costs for an ovum donor or donor sperm;
- Sperm storage costs;
- Cryopreservation and storage of embryos;
- Ovulation induction and monitoring;
- Hysteroscopy;
- Laparoscopy;
- Laparotomy;
- Ovulation predictor kits;
- Reversal of tubal ligations;
- Reversal of vasectomies;
- Costs for and relating to surrogate motherhood (maternity services are Covered for Members acting as surrogate mothers);
- o Cloning; or
- Medical and surgical procedures that are Experimental or Investigative, unless Our denial is overturned by an External Appeal Agent.

### Vision

- Expenses for radial keratotomy.
- Adult Vision unless specifically provided in the Certificate.
- Charges for office visit exam for the fitting of prescription contact lenses, duplicate spare eyeglasses, lenses or frames, non-prescription lenses or contact lenses that are for cosmetic purposes.

### Dental

• Treatment to the teeth, including orthodontic braces and orthodontic appliances, unless otherwise covered under the Pediatric Dental Care Benefit.

### Hearing

• Charges for hearing exams, hearing screening, and the fitting or repair or replacement of hearing aids except as specifically provided in the Certificate.

### Cosmetic

- Treatment of Acne unless Medically Necessary.
- Charges for hair growth or removal unless otherwise specifically covered under the Certificate.
- Surgery or related services for cosmetic purposes to improve appearance, except to restore bodily function or correct deformity resulting from disease, or trauma.

### **Prescription Drugs**

- Any drug or medicine which does not, by federal or state law, require a prescription order, i.e. over-the-counter drugs, even if a prescription is written, except as specifically provided under Preventive Services or in the Prescription Drug Benefit section of this Certificate. Insulin and OTC preventive medications required under ACA are exempt from this exclusion;
- Drugs with over-the-counter equivalents except as specifically provided under Preventive Services;
- Allergy sera and extracts administered via injection;
- Vitamins, and minerals, except as specifically provided under Preventive Services;
- Food supplements, dietary supplements; except as specifically provided in the Certificate;
- Cosmetic drugs or medicines including, but not limited to, products that improve the appearance of wrinkles or other skin blemishes;
- Refills in excess of the number specified or dispensed after 1 year of date of the prescription;
- Drugs labeled, "Caution limited by federal law to Investigational use" or Experimental Drugs;
- Any drug or medicine purchased after coverage under the Certificate terminates;

- Any drug or medicine consumed or administered at the place where it is dispensed;
- If the FDA determines that the drug is: contraindicated for the Treatment of the condition for which the drug was prescribed; or Experimental for any reason;
- Bulk chemicals;
- Non-insulin syringes, surgical supplies, Durable Medical Equipment/medical devices, except as specifically provided in the Prescription Drug Benefit section of the Certificate;
- Repackaged products;
- Blood components except factors;
- Any drug or medicine for the purpose of weight control;
- Sexual enhancements drugs;
- Vision correction products.

### Third Party Refund - When:

- 1. You are injured through the negligent act or omission of another person (the "third party"); and
- 2. benefits are paid under this Certificate as a result of that Injury,

We are entitled to a refund by You of all Certificate benefits paid as a result of the Injury.

The refund must be made to the extent that You receive payment for the Injury from the third party or that third party's insurance carrier. We may file a lien against that third-party payment. Reasonable pro rata charges, such as legal fees and court costs, may be deducted from the refund made to Us. You must complete and return the required forms to Us upon request.

### **COORDINATION OF BENEFITS**

The Coordination of Benefits ("COB") provision applies when a person has health care coverage under more than one (1) Plan. Plan is defined below.

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

# DEFINITIONS

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

Each Certificate for coverage under a. or b. is a separate Plan. If a Plan has 2 parts and COB rules apply only to 1 of the 2, each of the parts is treated as a separate Plan.

- 2. This plan means, in a COB provision, the part of the Certificate providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the Certificate providing health care benefits is separate from this plan. A Certificate may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- 3. The order of benefit determination rules determine whether This plan is a Primary plan or Secondary plan when the person has health care coverage under more than 1 Plan.

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

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

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

- a. The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable expense, unless 1 of the Plans provides coverage for private hospital room expenses.
- b. If a person is covered by 2 or more Plans that compute their benefit payments on the basis of Usual and Customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable expense.
- c. If a person is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable expense.
- d. If a person is covered by 1 Plan that calculates its benefits or services on the basis of Usual and Customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary plan's payment arrangement shall be the Allowable expense for all Plans. However, if the provider has contracted with the Secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary plan's payment arrangement and if the provider's Policy permits, the negotiated fee or payment shall be the Allowable expense used by the Secondary plan to determine its benefits.
- e. The amount of any benefit reduction by the Primary plan because You failed to comply with the Plan provisions is not an Allowable expense. Examples of these types of plan provisions include second surgical opinions, Pre-Certification of admissions, and preferred provider arrangements.
- 5. Closed panel plan is a Plan that provides health care benefits to Insured Persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.
- 6. Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

# **ORDER OF BENEFIT DETERMINATION RULES**

When a person is covered by 2 or more Plans, the rules for determining the order of benefit payments are as follows:

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

B. (1) Except as provided in Paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying plan is primary.

(2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the Policyholder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed panel plan to provide Out-of-Network Provider benefits.

- C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
- D. Each Plan determines its order of benefits using the first of the following rules that apply:
  - 1. Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, Policyholder, subscriber or retiree is the Primary plan and the Plan that covers the person as a dependent is the Secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two (2) Plans is reversed so that the Plan covering the person as an employee, member, Policyholder, subscriber or retiree is the Secondary plan and the other Plan is the Primary plan.
  - 2. Dependent child covered under more than one plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
    - a. For a dependent child whose parents are married or are living together, whether or not they have ever been married:
      - i. The Plan of the parent whose birthday falls earlier in the calendar year is the Primary plan; or
      - ii. If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary plan.

However, if one spouse's plan has some other coordination rule (for example, a "gender rule" which says the father's plan is always primary), We will follow the rules of that plan.

- b. For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - i. If a court decree states that one (1) of the parents is responsible for the dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
  - ii. If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;
  - iii. If a court decree states that the parents have joint custody without specifying that 1 parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or
  - iv. If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
    - The Plan covering the Custodial parent;
    - The Plan covering the spouse of the Custodial parent;
    - The Plan covering the non-custodial parent; and then
    - The Plan covering the spouse of the non-custodial parent.
- c. For a dependent child covered under more than one Plan of individuals who are <u>not</u> the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.
- d. a. For a dependent child who has coverage under either or both parents' plans and also has his or her own coverage as a dependent under a spouse's plan, the rule in paragraph (5) applies.

b. In the event the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits shall be determined by applying the birthday rule in subparagraph (a) to the dependent child's parent(s) and the dependent's spouse.

- 3. Active employee or retired or laid-off employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary plan. The Plan covering that same person as a retired or laid-off employee is the Secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- 4. COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary plan and the COBRA or state or other federal continuation coverage is the Secondary plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- 5. Longer or shorter length of coverage. The Plan that covered the person as an employee, member, Policyholder, subscriber or retiree longer is the Primary plan and the Plan that covered the person the shorter period of time is the Secondary plan.
- 6. If the preceding rules do not determine the order of benefits, the Allowable expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, this plan will not pay more than it would have paid had it been the Primary plan.

# EFFECT ON THE BENEFITS OF THIS PLAN

- A. When This plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable expenses. In determining the amount to be paid for any claim, the Secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable expense under its Plan that is unpaid by the Primary plan. The Secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable expense for that claim. In addition, the Secondary plan shall credit to its plan Deductible any amounts it would have credited to its Deductible in the absence of other health care coverage.
- B. If an Insured Person is enrolled in 2 or more Closed panel plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by 1 Closed panel plan, COB shall not apply between that Plan and other Closed panel plans.

# RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

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

### FACILITY OF PAYMENT

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

### **RIGHT OF RECOVERY**

If the amount of the payments made by Our Agent or We is more than it should have paid under this COB provision, it may recover the excess from one (1) or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the Insured Person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

### **SECTION VII - GENERAL PROVISIONS**

**Entire Contract Changes:** The Policy, this Certificate, including the application, endorsements and attached papers, if any, constitutes the entire contract of insurance. No change in this Policy or Certificate will be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon. No agent has authority to change this Policy or Certificate or waive any of its provisions.

**Time Limit on Certain Defenses:** After two years from the date of issue of this Certificate no misstatements, except fraudulent misstatements, made by the applicant in the application for such Certificate shall be used to void the Policy or to deny a claim for loss incurred or disability commencing after the expiration of such two (2) year period.

**Notice of Claim:** Written or electronic notice of a claim must be given to Us within 90 days after the date of Injury or commencement of Sickness covered by this Certificate, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to Our authorized agent, with information sufficient to identify You will be deemed notice to Us.

**Claim Forms:** We, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If these forms are not given to the claimant within 15 days, the claimant will meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss within the time limits stated in the Proofs of Loss provision.

**Proof of Loss:** Written proof of Loss must be furnished to Us or to Our authorized agent within 90 days after the date of such Loss. If it was not reasonably possible to give written proof in the time required, We may not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. The proof required must be given no later than one (1) year from the time specified unless the claimant was legally incapacitated.

**Time of Payment:** Indemnities payable under this Certificate will be paid immediately upon receipt of due proof of such Loss but not more than 30 days upon receipt of due proof. Failure to pay within such period will entitle the Insured Person to interest at the rate of 9% per annum from the 30<sup>th</sup> day.

**Payment of Claims:** Benefits will be paid to You. Loss of life benefits, if any, will be payable in accordance with the beneficiary designation in effect at the time of payment. If no such designation or provision is then effective, the benefits will be payable to Your estate. Any other accrued indemnities unpaid at the time of Your death may, at Our option, be paid either to such beneficiary or to such estate.

If benefits are payable to Your estate or to a beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity, up to an amount not exceeding \$1,000.00, to any one relative by blood or connection by marriage to You who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment.

We may pay all or a portion of any indemnities provided for health care services to the provider, unless You direct otherwise, in writing, by the time proofs of loss are filed. We cannot require that the services be rendered by a particular provider.

**Change of Beneficiary:** –The Insured Person can change their beneficiary at any time by giving Us written notice. The beneficiary's consent is not required for this or any other change which an Insured Person may make unless the designation of beneficiary is irrevocable or otherwise required by law.

**Assignment:** The Insured Person may assign Out-of-Network benefits payable under this Certificate. In-network benefits are billed directly by the provider. We are not bound by an assignment unless it is in writing and until a duplicate of the original assignment has been filed with Us. We assume no responsibility regarding the validity of any assignment or payment made without notice of a prior assignment.

**Physical Examination and Autopsy:** We, at Our own expense, will have the right and opportunity to examine the person of an individual whose Injury or Sickness is the basis of a claim when and as often as it may reasonably require during the pendency of a claim hereunder. In the case of Your death, We may have an autopsy performed unless prohibited by law.

**Legal Actions:** No action at law or in equity will be brought to recover on this Certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Certificate. No such action will be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Conformity with State Statutes:** Any provision of this Certificate which, on its Effective Date, is in conflict with the statutes of the state in which this Certificate was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes.

### **Rescission of Coverage**

We may rescind Your coverage if You, or the person seeking coverage on Your behalf:

- Performs an act, practice or omission that constitutes fraud; or
- Makes an intentional misrepresentation of material fact.

# SECTION VIII - ADDITIONAL PROVISIONS

- 1. We do not assume any responsibility for the validity of assignment.
- 2. You will have free choice of a legally qualified Physician with the understanding that the Physician-patient relationship will be maintained.
- 3. Our acknowledgment of the receipt of notice given under this Certificate, or the furnishing of forms for filing proofs of loss or acceptance of such proof, or the investigation of any claim hereunder will not operate as a waiver of any of Our rights in defense of any claim arising under this Certificate.
- 4. This Certificate is not in lieu of and does not affect any requirement of coverage by Workers' Compensation Insurance.
- 5. All new persons in the groups or classes eligible to and applying for this insurance will be added in the respective groups or classes in which they are eligible.
- 6. The insurance of any Insured Person will not be prejudiced by the failure on the part of the Policyholder to transmit reports, pay premium or comply with any of the provisions of this Certificate when such failure is due to inadvertent error or clerical mistake.
- 7. All books and records of the Policyholder containing information pertinent to this insurance will be open to examination by Us during the Certificate term and within one year after the termination of this Certificate.
- 8. Benefits are payable under this Certificate only for those expenses incurred while You are covered. No benefits are payable for expenses incurred after the date Your insurance terminates, except as may be provided under an Extension of Benefits.

### SECTION IX - COMPLAINTS AND APPEALS PROCEDURES

If You have a claim that is denied by Us, You have the right to appeal it. Your Authorized Representative may act on Your behalf in pursuing a benefit claim or appeal of an Adverse Determination.

If You receive Emergency Services from an Out-of-Network Provider, or You incur non-emergency Covered Medical Expenses from an Out-of-Network Provider at an In-Network Hospital or Ambulatory Surgical Center, and You believe those services should have been paid at the In-Network level, You have the right to appeal that claim. If Your appeal of a Surprise Billing claim is denied, You have a right to seek an external review by an Independent Review Organization (IRO) as set out in the External Review Procedure provisions appearing in this section.

For purposes of this Section, the following definitions apply:

Adverse Determination means a determination by Us or Our designee utilization review organization that an admission, availability of care, continued stay or other health care service that is a Covered Medical Expense has been reviewed and, based upon the information provided, does not meet Our requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness, and the requested service or payment for the service is therefore denied, reduced or terminated. Denials of coverage based on a determination that a service recommended or requested health care or Treatment is Experimental also are Adverse Determination and must comply with procedures for reviewing coverage denials based on a determination that a recommended or requested health care service or Treatment is Experimental.

Authorized Representative: An individual who by law or by the consent of a person may act on behalf of the person.

**Complaint:** Any written expression of dissatisfaction about quality of care or the operation of the plan.

**Concurrent Review** means Utilization review conducted during a patient's stay or course of treatment in a facility, the office of a Health Care Professional or other inpatient or outpatient health care setting.

**Health Care Professional** means a Physician or other health care practitioner licensed, accredited or certified to perform specified health care services consistent with state law.

Prospective Review means utilization review conducted prior to an admission or course of Treatment.

**Retrospective Review** means a review of Medical Necessity conducted after services have been provided to You but does not include the review of the claim that is limited to an evaluation of reimbursement levels, veracity of documentation, accuracy of coding or adjudication for payment.

### Administrative Complaints

For all appeals other than those regarding claim denials or Adverse Determinations, You or Your Authorized Representative may file an appeal with Us at the address or telephone number shown on Your ID card. If not satisfied with Our response, You may file an Administrative Complaint with the Illinois Department of Insurance, Consumer Division of Public Services Section, 320 West Washington Street, Springfield, IL 62761-001. The Department of Insurance (DOI) will inform Us of the Complaint, We must respond to the DOI within 21 days.

#### **Internal Review Procedure**

1. In the event of an Adverse Determination, We will notify You immediately in writing of Our decision and the reason for the Adverse Determination. The notice will include a description of any additional information that might be necessary for reconsideration of the claim and the notice will also describe the right to appeal. You also have the right to contact the Commissioner of Insurance or his or her office at any time.

Illinois Department of Insurance Office of Consumer Health Insurance External Review Unit 320 W. Washington Street Springfield, IL. 62767 (877) 850-4740 Toll-free phone (217) 557-8495 Fax number Email Address - DOI.externalreview@illinois.gov Website - https://mc.insurance.illinois.gov/messagecenter.nsf

- 2. A written appeal for a first level review, along with any additional information or comments, must be sent within 180 days after notice of an Adverse Determination. You do not have the right to attend, or have an Authorized Representative in attendance at the first level review. However, in preparing the appeal, You or Your Authorized Representative may:
  - a. review all documents related to the claim and submit written comments and issues related to the denial; and
  - b. submit written comments, documents, records or other materials related to the request for benefits for the reviewer(s) to consider.

We will provide You with the contact person who is coordinating the first level review within 3 days of the date of receipt of the grievance.

After the written notice is filed and all relevant information is presented, the claim will be reviewed and a final decision will be sent either in writing or electronically to You within 30 days for a Prospective Review request or 60 days for a Retrospective Review request after receipt of the notice requesting the first level review.

We shall provide free of charge to You, or Your Authorized Representative, any new or additional evidence, relied upon or generated by Us, or at Our direction, in connection with the grievance sufficiently in advance of the date the decision is required to be provided to permit You, or Your Authorized Representative, a reasonable opportunity to respond prior to the date.

Before the We issue or provide notice of a final Adverse Determination that is based on new or additional rationale, We shall provide the new or additional rationale to You, or Your Authorized Representative, free of charge as soon as possible and sufficiently in advance of the date the notice of final Adverse Determination is to be provided to permit You, or Your Authorized Representative a reasonable opportunity to respond prior to the date.

In the case of an Adverse Determination involving utilization review, We will designate an appropriate clinical peer(s) of the same or similar specialty as would typically manage the case being reviewed to determine Adverse Determination. The clinical peer(s) shall not have been involved in the initial Adverse Determination. We shall ensure that the individuals reviewing the Adverse Determination have appropriate expertise.

# Expedited reviews of grievances involving an Adverse Determination

We shall provide expedited review of a grievance involving an Adverse Determination with respect to Concurrent Review Urgent Care requests involving an admission, availability of care, continued stay or health care service for an Insured Person who has received Emergency Services, but has not been discharged from a facility. You or Your Authorized Representative shall request an expedited review orally or in writing. We will appoint an appropriate clinical peer or peers in the same or similar specialty as would typically manage the case being reviewed to review the Adverse Determination. The clinical peer or peers shall not have been involved in making the initial Adverse Determination. In an expedited review, all necessary information, including the health carrier's decision, shall be transmitted between You or, if applicable, Your Authorized Representative and Us by telephone, facsimile or the most expeditious method available. An expedited review decision shall be made and You or, if applicable, Your Authorized Representative shall be notified of the decision within seventy-two (72) hours after the receipt of the request for the expedited review. If the expedited review is of a grievance involving an Adverse Determination with respect to a Concurrent Review Urgent Care request, the service shall be continued without liability to You until You have been notified of the determination.

### If You Disagree with Our Internal Review Determination

In the event that You disagree with Our internal review determination, You or Your Authorized Representative may:

a. File a Complaint with the Illinois Department of Insurance: Illinois Department of Insurance
Office of Consumer Health Insurance
External Review Unit
320 W. Washington Street Springfield, IL. 62767
(877) 850-4740 Toll-free phone
(217) 557-8495 Fax number
Email Address - DOI.externalreview@illinois.gov
Website - https://mc.insurance.illinois.gov/messagecenter.nsf

b. Request from Us an external review when the Adverse Determination involves an issue of Medical Necessity, appropriateness, health care setting or the level of care or effectiveness.

You also have the right to bring a civil action in a court of competent jurisdiction. Note that he or she may also have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact the state Insurance Commissioner.

### **External Review Procedure**

1. An external review shall be conducted in accordance with this section entitled External Review Procedure once the internal grievance procedures have been exhausted or We failed to notify You of a final decision within 30 days for a Prospective Review request or 60 days for a Retrospective Review request. If You have an Adverse Determination based on an Experimental or Investigative Treatment, the provision entitled External Review of Denial of Experimental or Investigative Treatment will apply.

We shall notify You in writing of Your right to request an external review at the time We send written notice of:

- a. An Adverse Determination upon completion of the Our utilization review process described above; or
- b. A final Adverse Determination.

An external review may be requested within 120 days after You receive Our Adverse Determination. The request needs to be accompanied by a signed authorization by You to release their medical records as necessary to conduct the external review.

- 2. An external review may be requested by You or Your Authorized Representative.
- 3. The external review must be requested in writing, except if an expedited review is needed. A request for an expedited review may be made orally or electronically.
- 4. We will review the request and if it is:
  - a. Complete we will initiate the external review and notify You of:
    - i. The name and contact information for the assigned IRO or the Commissioner of Insurance, as applicable for the purpose of submitting additional information; and
    - ii. A statement that You may submit, in writing, additional information for either the IRO or the Commissioner of Insurance to consider when conducting the external review. However, this doesn't apply to expedited request or external reviews that involve an Experimental or Investigational Treatment.
  - b. If the request is not complete, We will inform You in writing, including what information is needed to make the request complete.

- 5. We will not afford You an external review if:
  - a. The Commissioner of Insurance has determined that the health care service is not covered under the terms of Our Policy or Certificate; or
  - b. You failed to exhaust Our internal review process; or
  - c. You previously were afforded an external review for the same denial of coverage and no new clinical information has been submitted to Us.

If We deny a request for an external review on the basis that the Adverse Determination is not eligible for an external review, We will notify You in writing:

- a. The reason for the denial; and
- b. That the denial may be appealed to the Commissioner of Insurance.
- 6. <u>For an expedited review</u>: You may make a request for an expedited external review after receiving an Adverse Determination if:
  - a. The Insured's treating Physician certifies that the Adverse Determination involves a medical condition that could seriously jeopardize Your life or health if treated after the time frame of an expedited internal review.
  - b. Your treating Physician certifies that the Adverse Determination involves a medical condition that could seriously jeopardize Your life or health, or would jeopardize Your ability to regain maximum function, if treated after the time frame of a standard external review. or
  - c. The final Adverse Determination concerns an admission, availability of care, continued stay, or health care service for You received Emergency Services, but has not yet been discharged from a facility.

An external review may be requested for substance use disorder treatment within 24 hours after You receive Our Adverse Determination. The request needs to be accompanied by a signed authorization by You to release medical records as necessary to conduct the external review.

- 7. You shall not be required to pay for any part of the cost of the review. The cost of the review shall be borne by Us, the insurer.
- 8. At the request of the IRO, You, a provider, health care facility rendering health care services to You, or Us shall provide any additional information the IRO requests to complete the review.
- 9. If the IRO does not receive any requested information necessary to complete the review they are not required to make a decision. They shall notify You and Us that a decision is not being made. The notice may be made in writing, orally, or by electronic means.
- 10. We may elect to cover the service requested and terminate the review. We shall notify You and all other parties involved with the decision by mail, or with the consent or approval of You, by electronic means.
- 11. In the case of an expedited review, the IRO shall issue a written decision within seventy-two (72) hours after being assigned an expedited external review. In all other cases, written decision shall be issued no later than thirty (30) days after the filing of the request for review to You, the insurer and Your provider or the health care facility if they requested the review. The written decision shall include a description of Your condition and the principal reasons for the decision and an explanation of the clinical rationale for the decision.
- 12. We shall provide any coverage determined by the IRO's decision to be medically necessary, subject to the other terms, limitations, and conditions of Your Policy or Certificate.

# External Review of Denial of Experimental or Investigative Treatment

Within 120 days after the date of receipt of a notice of an Adverse Determination or final Adverse Determination that involves a denial of coverage based on a determination that the health care service or Treatment recommended or requested is Experimental or Investigational, You or Your Authorized Representative may file a request for external review with the Commissioner of Insurance.

You or Your Authorized Representative may make an oral request for an external review of the Adverse Determination or final Adverse Determination if Your treating Physician certifies, in writing, that the recommended or requested health care service or Treatment that is the subject of the request would be significantly less effective if not promptly initiated.

Upon receipt of a request for an expedited external review, the Commissioner of Insurance immediately shall assign an IRO to conduct the review. Upon receipt of a request for external review, the Commissioner of Insurance immediately shall notify and send a copy of the request to Us. For an expedited external review request, at the time We receive the notice, We or Our designee utilization review organization shall provide or transmit all necessary documents and information considered in making the Adverse Determination or final Adverse Determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious manner.

### **IMPORTANT NOTICE**

If have any questions or concerns regarding your claim or benefits You may contact Us at:

Wellfleet Insurance Company Attention: Wellfleet Group, LLC PO Box 15369 Springfield, MA 01115-5369 (877) 657-5030

If You continue to remain unsatisfied, You may contact the Illinois Department of Insurance with any Complaint. To contact the Department of Insurance, You may write or call them at:

The Illinois Department of Insurance Office of Consumer Health Insurance 320 West Washington Street Springfield, IL 62767 (877) 527-9431 Toll-free number (217) 558-2083 Fax Number Email address - complaints@ins.state.il.us **Message Center** - https://mc.insurance.illinois.gov/messagecenter.nsf

### **SECTION X - SCHEDULE OF BENEFITS**

### **Preventive Services:**

In-Network Provider: The Deductible, Coinsurance, and any Copayment are not applicable to Preventive Services. Benefits are paid at 100% of the Negotiated Charge when services are provided through an In-Network Provider.

Out-of-Network Provider: Deductible, Coinsurance, and any Copayment are applicable to Preventive Services provided through an Out-of-Network Provider. Benefits are paid at 80% of the Usual and Customary Charge.

#### **Medical Deductible:**\*

In-Network Provider:	Individual:	\$500
	Family:	\$1,500
Out-of-Network Provider	Individual:	\$1,000
	Family:	\$3,000

\*Medical **Deductible** is waived if Covered Medical Expenses are incurred at the Student Health Center.

Cost sharing You incur for Covered Medical Expenses that is applied to the Out-of-Network Provider Deductible will not be applied to satisfy the In-Network Provider Deductible. Cost sharing You incur for Covered Medical Expenses that is applied to the In-Network Provider Deductible will not be applied to satisfy the Out-of-Network Provider Deductible.

Out-of-Pocket Maximum:		
In-Network Provider	Individual	\$7,200
	Family	\$13,200
Out-of-Network Provider	Individual	\$20,000
	Family	\$38,400

The Out-of-Pocket Maximum is the amount of Covered Medical Expenses You have to incur before Covered Medical Expense will be paid at 100% for the reminder of the Policy Year. Any applicable Coinsurance amounts, Deductibles and Copayments paid by You, or paid on Your behalf by another person, will apply toward the Out-of-Pocket Maximum. Cost-sharing does not include balance billing amounts for Out-of-Network Providers.

Cost sharing You incur for Covered Medical Expenses that is applied to the Out-of-Network Provider Out-of-Pocket Maximum will not be applied to satisfy the In-Network Provider Out-of-Pocket Maximum and cost sharing You incur for Covered Medical expenses that is applied to the In-Network Provider Out-of-Pocket Maximum will not be applied to satisfy the Out-of-Network Provider Out-of-Pocket Maximum.

#### **Coinsurance Amounts:**

In-Network Provider:80% of the Negotiated Charge for Covered Medical Expenses unless otherwise stated below.Out-of-Network Provider:50% of the Usual and Customary Charge (U&C) for Covered Medical Expenses unless otherwise stated below.

### Medical Benefit Payments for In-Network Providers and Out-of-Network Providers:

This Certificate provides benefits based on the type of health care provider You and Your Covered Dependent selects. This Certificate provides access to both In-Network Providers and Out-of-Network Providers. Different benefits may be payable for Covered Medical Expenses rendered by In-Network Providers versus Out-of-Network Providers, as shown in the Schedule of Benefits.

When You receive Emergency Services, or certain non-emergency Treatment by an Out-of-Network Provider at an In-Network Hospital or Ambulatory Surgical Center, You are protected from Surprise Billing. In these situations, Your cost sharing responsibility will be calculated as if the total amount that would be charged for the services by an In-Network Provider or facility were equal to the Recognized Amount for the services, which is generally defined either as an amount set by state law or the lesser of the billed charges and the Qualifying Payment Amount. Refer to the Preferred Provider Organization provision in the How The Plan Works And Description Of Benefits section for additional information.

### **Dental and Vision Benefit Payments:**

For dental and vision benefits, You may choose any dental or vision provider.

For dental, different benefits may be payable based on the type of service, as shown in the Schedule of Benefits.

If You incurred Covered Medical Expenses from an Out-of-Network Provider but were informed by Us prior to receipt of the Treatment that the provider was an In-Network Provider, either through the Provider Directory, or in Our response to Your request for such information (via telephone, electronic communication, web-based or internet-based means), You may be eligible for cost sharing that would be no greater than if the service had been provided by an In-Network Provider. For additional information, contact Us at the number on Your ID card.

### **Preferred Provider Organization:**

To locate an In-Network Provider in Your area, consult Your Provider Directory or call toll free 877-657-5030 or visit Our website at www.wellfleetstudent.com.

If You incurred Covered Medical Expenses from an Out-of-Network Provider but were informed by Us prior to receipt of the Treatment that the provider was an In-Network Provider, either through the Provider Directory, or in Our response to Your request for such information (via telephone, electronic communication, web-based or internet-based means), You may be eligible for cost sharing that would be no greater than if the service had been provided by an In-Network Provider. For additional information, contact Us at the number on Your ID card.

# THE COVERED MEDICAL EXPENSE FOR AN ISSUED CERTIFICATE WILL BE:

- 1. THOSE LISTED IN THE COVERED MEDICAL EXPENSES PROVISION;
- 2. ACCORDING TO THE FOLLOWING SCHEDULE OF BENEFITS; AND
- 3. DETERMINED BY WHETHER THE SERVICE OR TREATMENT IS PROVIDED BY AN IN-NETWORK OR OUT-OF-NETWORK PROVIDER.
- 4. UNLESS OTHERWISE SPECIFIED BELOW THE MEDICAL PLAN DEDUCTIBLE WILL ALWAYS APPLY.
- 5. UNLESS OTHERWISE SPECIFIED BELOW ANY DAY OR VISIT LIMITS WILL BE APPLIED TO IN-NETWORK AND OUT-OF-NETWORK COMBINED.

BENEFITS FOR	IN-NETWORK	OUT-OF-NETWORK
COVERED		
INJURY/SICKNESS		
	INPATIENT SERVICES	
Hospital Care Includes	80% of the Negotiated Charge after	50% of Usual and Customary Charge after
Hospital room & board expenses and miscellaneous services and supplies. Subject to Semi-Private room rate unless intensive care unit is required.	Deductible for Covered Medical Expenses	Deductible for Covered Medical Expenses
Room and Board includes intensive care. Pre-Certification Required		
Preadmission Testing	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses

Physician's Visits while Confined Limited to 1 visit per day of Confinement per provider	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Skilled Nursing Facility Benefit Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Inpatient Rehabilitation Facility Expense Benefit Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Registered Nurse Services for private duty nursing while Confined	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Physical Therapy while Confined (inpatient)	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
In accordance with the federal requirements, day or visit limit	s, and any Pre-certification requirements th	Act of 2008 (MHPAEA), the cost sharing
Inpatient Mental Health Disorder and Substance Use Disorder Benefit Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Outpatient Mental Health Disorder and Substance Use Disorder Benefit		
Pre-Certification Required except for office visits		
Physician's Office Visits including, but not limited to, Physician visits; individual and group therapy; medication management	<ul><li>\$25 Copayment per visit then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses</li><li>Deductible Waived</li></ul>	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses

All Other Outpatient Services including, but not limited to, Intensive Outpatient Programs (IOP); partial hospitalization; Electronic Convulsive Therapy (ECT); Repetitive Transcranial Magnetic Stimulation (rTMS); Psychiatric and Neuro Psychiatric testing	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
	PROFESSIONAL AND OUTPATIEN	T SERVICES
Surgical Expenses		
Inpatient and Outpatient Surgery includes:		
Pre-Certification Required		
Surgeon Services Anesthetist Assistant Surgeon	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Outpatient Surgical Facility and Miscellaneous expenses for services & supplies, such as cost of operating room, therapeutic services, oxygen, oxygen tent, and blood & plasma	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Abortion Expense	Same as Maternity Benefit	Same as Maternity Benefit
Bariatric Surgery Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Organ Transplant Surgery travel and lodging expenses a maximum of \$10,000 per Policy Year or \$250 per day, whichever is less while at the transplant facility. Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Reconstructive Surgery Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
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<b>Other Professional Services</b>		
Gender Transition Benefit	80% of the Negotiated Charge after Deductible for Covered Medical	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Pre-Certification Required	Expenses	
Home Health Care Expenses	80% of the Negotiated Charge after Deductible for Covered Medical	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Pre-Certification required	Expenses	Deductible for Covered Medical Expenses
Hospice Care Coverage	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Office Visits		
Physician's Office Visits including Specialists/Consultants	\$25 Copayment per visit then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
	Deductible Waived	
Telemedicine or Telehealth Services	\$25 Copayment per visit then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
	Deductible Waived	
Allergy Testing and Treatment including injections	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Chiropractic Care Benefit	80% of the Negotiated Charge after Deductible for Covered Medical	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Pre-Certification Required	Expenses	1
Chiropractic Care Benefit Maximum visits per Policy	25	25
Year Shots and Injections unless considered Preventive Services	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
<b>Emergency Services, Ambula</b>	ance And Non-Emergency Services	
Emergency Services in an emergency department for Emergency Medical Conditions.	\$300 Copayment per visit then the plan pays 80% of the Negotiated Charge after Deductible for Covered Medical Expenses	Paid the same as In-Network Provider subject to Usual and Customary Charge.
	Copayment waived if admitted	
Urgent Care Centers for non- life-threatening conditions	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses

Emergency Ambulance Service ground and/or air,	80% of the Negotiated Charge after Deductible for Covered Medical	Paid the same as In-Network Provider subject to Usual and Customary Charge.
water transportation	Expenses	
Non-Emergency Ambulance Service ground and/or air, water transportation	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Diagnostic Laboratory, Testi		
Diagnostic Imaging Services Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
CT Scan, MRI and/or PET Scans	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Pre-Certification Required		
Laboratory Procedures (Outpatient)	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Biomarker Testing	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Chemotherapy and Radiation Therapy	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Pre-Certification Required		
Infusion Therapy Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
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Rehabilitation and Habilitati		
Cardiac Rehabilitation	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Cardiac Rehabilitation Maximum Visits per Policy Year	36	36
Pulmonary Rehabilitation	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Rehabilitation Therapy including, Physical Therapy, and Occupational Therapy and Speech Therapy	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Pre-Certification Required		

Habilitation Services including, Physical Therapy, and Occupational Therapy and Speech Therapy	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Pre-Certification Required	OTHER SERVICES AND SU	
Covered Clinical Cancer Trials	Same as any other Covered Sickness	
Diabetic services and supplies (including equipment and training)	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Refer to the Prescription Drug provision for diabetic supplies covered under the Prescription Drug benefit.		
Dialysis Treatment	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Durable Medical Equipment Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Enteral Formulas and Nutritional Supplements See the Prescription Drug section of this Schedule when purchased at a pharmacy.	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Hearing Aids for Insured Persons under age 18 Limited to 2 pairs of hearing aids per 36 month period	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Infertility Treatment Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Maternity Benefit	Same as any other Covered Sickness	
Prosthetic and Customized Orthotic Devices Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses

Outpatient Private Duty Nursing Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Student Health Center/Infirmary Expense	100% of the Negotiated Charge for Cover	red Medical Expenses
Benefit	Deductible Waived	
Non-emergency Care While Traveling Outside of the United States	50% of Actual Charge after Deductible for Covered Medical Expenses Subject to \$10,000 maximum per Policy Year	
Pediatric Dental and Vision	Care	
Pediatric Dental Care Benefit (to the end of the month in which the Insured Person turns age 19)	See the Pediatric Dental Care Benefit des information.	cription in the Certificate for further
Preventive Dental Care Limited to 2 dental exams every 12 months	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses	
The benefit payable amount for the following services is different from the benefit payable amount for Preventive Dental Care:		
Emergency Dental	50% of Usual and Customary Charge afte	er Deductible for Covered Medical Expenses
Routine Dental Care	50% of Usual and Customary Charge afte	er Deductible for Covered Medical Expenses
Endodontic Services	50% of Usual and Customary Charge afte	er Deductible for Covered Medical Expenses
Prosthodontic Services	50% of Usual and Customary Charge afte	er Deductible for Covered Medical Expenses
Periodontic Services	50% of Usual and Customary Charge afte	er Deductible for Covered Medical Expenses
Medically Necessary Orthodontic Care	50% of Usual and Customary Charge afte	er Deductible for Covered Medical Expenses
Claim forms must be submitted to Us as soon as reasonably possible. Refer to Proof of Loss provision contained in the General Provisions.		

Pediatric Vision Care Benefit	100% of Usual and Customary Charge for	or Covered Medical Expenses
(to the end of the month in	100% of Osual and Customary Charge IC	or Covered Medical Expenses
which the Insured Person	Deductible Waived	
turns age 19)		
turns uge 199		
Limited to 1 visit(s) per		
Policy Year and 1 pair of		
prescribed lenses and frames		
or contact lenses (in lieu of		
eyeglasses) per Policy Year		
Claim forms must be		
submitted to Us as soon as		
reasonably possible. Refer to		
Proof of Loss provision		
contained in the General		
Provisions.		
Miscellaneous Dental Service	e	
Accidental Injury Dental	80% of the Negotiated Charge after	80% of Usual and Customary Charge after
Treatment	Deductible for Covered Medical	Deductible for Covered Medical Expenses
	Expenses	1
Sickness Dental Expense	80% of the Negotiated Charge after	50% of Usual and Customary Charge after
Benefit	Deductible for Covered Medical	Deductible for Covered Medical Expenses
	Expenses	
Treatment for	80% of the Negotiated Charge after	50% of Usual and Customary Charge after
Temporomandibular Joint	Deductible for Covered Medical	Deductible for Covered Medical Expenses
(TMJ) Disorders	Expenses	
Dental Anesthesia Care	Same as any other Covered Sickness	
Benefit	Same as any other covered sterness	
	PRESCRIPTION DRUG	S
Prescription Drugs Retail Ph		
No cost sharing applies to ACA	A Preventive Care medications filled at a p	articipating network pharmacy.
V 1 (% · 1 · · 1 · 20		
		ay supply only applies if the smallest package
size exceeds a 30 day supply. S	See "Retail Pharmacy Supply Limits" secti	on for more information.
TIER 1	\$30 Copayment then the plan pays	\$30 Copayment then the plan pays 50% of
(Including Enteral Formulas)	100% of the Negotiated Charge for	Actual Charge after Deductible for Covered
For each fill up to a 30 day	Covered Medical Expenses	Medical Expenses
supply filled at a Retail	1	1
pharmacy	Deductible Waived	
Out-of-Network Provider		
benefits are provided on a		
reimbursement basis. Claim		
forms must be submitted to		
Us as soon as reasonably		
possible. Refer to Proof of Loss provision contained in		
the General Provisions.		

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See the Enteral Formula and Nutritional Supplements section of this Schedule for supplements not purchased at a pharmacy.		
More than a 30 day supply but less than a 61 day supply filled at a Retail pharmacy	\$60 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses	\$60 Copayment then the plan pays 50% of Actual Charge after Deductible for Covered Medical Expenses
	Deductible Waived	
More than a 60 day supply filled at a Retail pharmacy	\$90 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses	\$90 Copayment then the plan pays 50% of Actual Charge after Deductible for Covered Medical Expenses
	Deductible Waived	
TIER 2 (Including Enteral Formulas)	\$60 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses	\$60 Copayment then the plan pays 50% of Actual Charge after Deductible for Covered Medical Expenses
For each fill up to a 30 day supply filled at a Retail pharmacy	Deductible Waived	
Out-of-Network Provider benefits are provided on a reimbursement basis. Claim forms must be submitted to Us as soon as reasonably possible. Refer to Proof of Loss provision contained in the General Provisions.		
See the Enteral Formula and Nutritional Supplements section of this Schedule for supplements not purchased at a pharmacy.		
More than a 30 day supply but less than a 61 day supply filled at a Retail pharmacy	\$120 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses	\$120 Copayment then the plan pays 50% of Actual Charge after Deductible for Covered Medical Expenses
	Deductible Waived	
More than a 60 day supply filled at a Retail pharmacy	\$180 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses	\$180 Copayment then the plan pays 50% of Actual Charge after Deductible for Covered Medical Expenses
	Deductible Waived	

<ul> <li>TIER 3 (Including Enteral Formulas)</li> <li>For each fill up to a 30 day supply filled at a Retail Pharmacy</li> <li>Out-of-Network Provider benefits are provided on a reimbursement basis. Claim forms must be submitted to Us as soon as reasonably possible. Refer to Proof of Loss provision contained in the General Provisions.</li> <li>See the Enteral Formula and Nutritional Supplements section of this Schedule for</li> </ul>	\$80 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses Deductible Waived	\$80 Copayment then the plan pays 50% of Actual Charge after Deductible for Covered Medical Expenses
supplements not purchased at a pharmacy.		
More than a 30 day supply but less than a 61 day supply filled at a Retail pharmacy	\$160 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses Deductible Waived	\$160 Copayment then the plan pays 50% of Actual Charge after Deductible for Covered Medical Expenses
More than a 60 day supply filled at a Retail pharmacy	\$240 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses Deductible Waived	\$240 Copayment then the plan pays 50% of Actual Charge after Deductible for Covered Medical Expenses
<b>Specialty Prescription Drugs</b>		
For each fill up to a 30 day supply. Out-of-Network Provider benefits are provided on a reimbursement basis. Claim forms must be submitted to Us as soon as reasonably possible. Refer to Proof of Loss provision contained in the General Provisions.	\$80 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses Deductible Waived	\$80 Copayment then the plan pays 50% of Actual Charge after Deductible for Covered Medical Expenses
More than a 30 day supply but less than a 61 day supply	\$160 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses	\$160 Copayment then the plan pays 50% of Actual Charge after Deductible for Covered Medical Expenses
	Deductible Waived	

More than a 60 day supply	<ul><li>\$240 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses</li><li>Deductible Waived</li></ul>	Act	0 Copayment then the plan pays 50% of ual Charge after Deductible for Covered dical Expenses
Zero Cost Medications			
Out-of-Network Provider benefits are provided on a	100% of the Negotiated Charge for Covered Medical Expenses		% of Actual Charge for Covered Medical enses
reimbursement basis. Claim	*	•	
forms must be submitted to Us as soon as reasonably possible. Refer to Proof of Loss provision contained in the General Provisions.	Deductible Waived	Ded	luctible Waived
	cer prescription drugs (including special	ty dr	ugs)
Benefit	<ul><li>Greater of:</li><li>Chemotherapy Benefit; or</li><li>Infusion Therapy Benefit</li></ul>		
	iption supplies purchased at a pharmacy		
Benefit	Paid the same as any other Retail Pharmacy Prescription Drug Fill, except that the Copayment for prescription insulin drugs will not exceed \$100 for a 30-day supply.		
	Mandated Benefits		
BENEFITS FOR COVERED INJURY/SICKNESS	IN-NETWORK		OUT-OF-NETWORK
Autism Spectrum Disorders Benefit for Insured Persons under 21 years of age.	Same as any other Covered Sickness		
Breast Cancer Pain Medication and Therapy Benefit	Same as any other Covered Sickness		
Comprehensive Cancer Testing Benefit	Same as any other Covered Sickness		
Emergency Medical Care due to Criminal Sexual Assault	Benefits will be paid at 100% of the Actual Charge for Covered Medical Expenses, no Deductible or Copayment will apply.		
Habilitation Services for Children Benefit	Same as any other Covered Sickness subject to the limits described in the Benefit		
Human Papillomavirus Vaccine Benefit	Same as any other Covered Sickness, unless considered a Preventive Service		
Long-term Antibiotic Therapy for Tick-borne Diseases Benefit	Same as any other Covered Sickness		
Mammography and Clinical	100% of the Negotiated Charge for Covered80% of Usual and Customary ChargeMedical Expenses, no Deductible orafter Deductible for Covered Medical		

Breast Examination	Copayment will apply.	Expenses		
Multiple Sclerosis Preventive Physical Therapy Benefit	Same as any other Covered Sickness			
Naprapathic Services Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	50% of Usual and Customary Charge after Deductible for Covered Medical Expenses		
Pancreatic Screening Expenses	Same as any other Covered Sickness			
Pediatric Autoimmune Neuropsychiatric Disorders Benefit	Same as any other Covered Sickness			
Post-Mastectomy Benefit	Same as any other Covered Sickness			
Skin Cancer Screening Benefit	Same as any other Preventive Service			
Port-Wine Stain Treatment Expense Benefit	Same as any other Covered Sickness			
Blood Testing Expenses	Same as any other Laboratory Procedures (Outpatient)			
Accidental Death and Dismemberment				
Principal Sum	\$10,000			
Loss must occur within 365 days of the date of a covered Accident				

Loss must occur within 365 days of the date of a covered Accident.

Only one benefit will be payable under this provision, that providing the largest benefit, when more than one (1) loss occurs as the result of any one (1) Accident. This benefit is payable in addition to any other benefits payable under this Certificate.

# NOTICE OF PROTECTION PROVIDED BY ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, health maintenance organization or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage, pay claims, or otherwise provide protection in accordance with Illinois law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Association per insured in each insolvency are:

- Life Insurance
  - \$ 300,000 for death benefits
  - \$ 100,000 for cash surrender or withdrawal values
- Health Insurance
  - \$ 500,000 for health benefit plans\*
  - \$ 300,000 for disability insurance benefits
  - \$ 300,000 for long-term care insurance benefits
  - \$ 100,000 for other types of health insurance benefits
- Annuities
  - \$ 250,000 for withdrawal and cash values

\* The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$ 300,000, except special rules apply with regard to health benefit plan benefits for which the maximum amount of protection is \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered**. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance

policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ilhiga.org or contact:

Illinois Life and Health Insurance Guaranty Association

901 Warrenville Road, Suite 400 Lisle, Illinois 60532-4324

Illinois Department of Insurance

4th Floor

320 West Washington Street

Springfield, Illinois 62767

Insurance companies, health maintenance organizations and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company or health maintenance organization, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.

## **HIPAA Notice of Privacy Practices**

## THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION

### PLEASE REVIEW IT CAREFULLY

## Effective: August 01, 2019

This Notice of Privacy Practices ("Notice") applies to **Wellfleet Insurance Company** and **Wellfleet New York Insurance Company**'s (together, "we", "us" or "our") insured health benefits plans. We are required to provide you with this Notice.

Personal Information is information that identifies you as an individual, such as your name and Social Security Number, as well as financial, health and other information about you that is nonpublic, and that we obtain so we can provide you with insurance coverage.

Protected Health Information (your "Health Information") is information that identifies you as related to your physical or mental health, your health care, or payment for your healthcare.

#### **Our Responsibilities**

We are required by law to maintain the privacy of the Health Information we hold and to provide you with this Notice and to follow the duties and privacy practices described in this Notice. We are required to abide by the terms of this Notice currently in effect.

We utilize administrative, technical, and physical safeguards to protect your information against unauthorized access and against threats and hazards to its security and integrity. We comply with all applicable state and federal rules pertaining to the security and confidentiality of your information.

We will promptly inform you if a breach has occurred that may have compromised the privacy or security of your Health Information.

#### **Overview of this Notice**

This Notice describes how certain information about you may be used and disclosed and how you can get access to this information. This Notice addresses three primary areas:

- An overview of Your Health Information. This section addresses how we collect your information, how we use it to run our business, and the reasons we share it.
- Your Rights. This section gives an overview of the rights you have with respect to your information we have in our records.
- How to Contact Us. In case you have any questions, requests, or even if you feel you need to make a complaint, we want to make sure you are in contact with the right person.

#### YOUR HEALTH INFORMATION

#### How We Acquire Your Information

In order to provide you with insurance coverage, we need Personal Information about you. We gather this information from a variety of sources including your employer, your health care provider, your school, other insurers, and third party administrators (TPAs). This information is necessary to properly administer your health plan benefits.

#### How We use Your Health Information

Below are some examples of how we use and disclose your Health Information. Broadly, we will use and disclose your Health Information for Treatment, Payment and Health Care Operations.

**Treatment** refers to the health care treatment you receive. We do not provide treatment, but we may disclose certain information to doctors, dentists, pharmacies, hospitals, and other health care providers who will take care of you. For example, a doctor may send us information about your diagnosis and treatment so we can develop a health care plan and arrange additional services.

**Payment** refers to activities involving the collection of premiums, payment of claims, and determining covered services. For example, we may review your Health Information to determine if a particular treatment is medically necessary and what that payment for the services should be.

**Health Care Operations** refers to the business functions necessary for us to operate, such as audits, complaints responses and quality assurance activities. For example, we would use your Health Information (but not genetic information) for underwriting and calculating rates, or we may use your Health Information to detect and investigate fraud.

#### Additionally:

- We may **confirm enrollment** in the health plan with the appropriate party.
- If you are a **dependent** of someone on the plan, we may disclose certain information to the plan's subscriber, such as an explanation of benefits for a service you may have received.
- We may share enrollment information, payment information, or other Health Information in order to coordinate treatment or other services you may need.

We may disclose your information when instructed to do so, including:

- Health oversight activities may require that we disclose your information to governmental, licensing, auditing and accrediting agencies;
- Legal proceedings may require disclosure of your Health Information in response to a court order or administrative order, or in response to a subpoena, discovery request, warrant, summons, or other valid process;
- Law enforcement activities might require disclosure of certain Health Information to local, state or federal law enforcement, so long as the release is authorized or required by law;
- As required by law or to avert a serious threat to safety or health; and,
- To certain government agencies, such as the Department of health and Human Services or the Office of Civil Rights if they are conducting an investigation or audit.

### Authorizations

Occasionally we may receive a request to share your information in a manner outside of how we normally use your Health Information, as described above. In those cases, we will ask you for your authorization before we share your Health Information.

### **YOUR RIGHTS**

You have the **right to request restrictions** on certain uses and disclosures of your Health Information, including the uses and disclosures listed in this Notice and disclosures permitted by law. You also have the **right to request that we communicate with you in certain ways**.

- We will accommodate reasonable requests;
- We are not required to agree to a request to restrict a disclosure unless you have paid for the cost of the health care item or service in full (i.e., the entire sum for the procedure performed) and disclosure is not otherwise required by law; and,
- If you are a minor, depending on the state you reside in, you may have the right in certain circumstances to block parental access to your Health Information. For example, a minor may have the rights of an adult with respect to diagnosis and care of conditions such as STDs, drug dependency, and pregnancy.

You have the **right to inspect and copy your Health Information** in our records. Please note that there are exceptions to this, such as:

- Psychotherapy notes;
- Information complied in reasonable anticipation, or for use in, a civil, criminal or administrative action or proceeding;
- Health Information that is subject to a law prohibiting access to that information; or,
- If the Health Information was obtained from someone other than us under a promise of confidentiality and the access request would be reasonably likely to reveal the source of the information.

We may deny your request to inspect and copy your Health Information if:

- A licensed health care professional has determined your requested access is reasonably likely to endanger your life or physical safety of another;
- The Health Information makes reference to another person and a licensed health care professional has determined that access requested is reasonably likely to cause substantial harm to another; or,
- A licensed health care professional has determined that access requested by your personal representative is likely to cause substantial harm to you or another person.

You have the **right to request an amendment** to your Health Information if you believe the information we have on file is incomplete or inaccurate. Your request must be in writing and must include the reason for the request. If we deny your request, you may file a written statement of disagreement.

You have the right to know who we have provided your information to - - this is known as an **accounting of disclosures**. A request for an accounting of disclosures must be submitted in writing to the address below. The accounting will not include disclosures made for treatment, payment, health care operations, for law enforcement purposes, or as otherwise permitted or required by law. If you request an accounting of disclosures more than once in a twelve (12) month period we may charge a reasonable fee to process, compile and deliver the information to you this second time.

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You have a **right to receive a paper copy of this Notice**. Simply call the customer service line indicated on your ID card and request a paper copy be mailed to you. You may also submit a written request to us at the address below.

You will receive a notice of a breach of your Health Information. You have the **right to be notified of a breach** of unsecure Health Information.

Finally, you have the **right to file a complaint** if you feel your privacy rights were violated. You may also file a complaint with the Secretary of Health and Human Services.

**CONTACT** For all inquiries, requests and complaints, please contact:

> Privacy and Security Officer Wellfleet Insurance Company/ Wellfleet New York Insurance Company c/o Wellfleet Group, LLC PO Box 15369 Springfield, MA 01115-5369

In California c/o Wellfleet Group, LLC dba Wellfleet Administrators, LLC PO Box 15369 Springfield, MA 01115-5369

#### This Notice is Subject to Change

We may change the terms of this notice and our privacy policies at any time. If we do, the new terms and policies will be effective for all of your Health Information we maintain, as well as any information we may receive or maintain in the future.

Please note that we do not destroy your Health Information when you terminate your coverage with us. It may be necessary to use and disclose this information for the purposes described above even after our coverage terminates, although policies and procedures will remain in place to protect against inappropriate use and disclosure.

### Gramm-Leach-Bliley ("GLB") Privacy Notice

We understand your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of *nonpublic personal information* ("NPI"). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

#### **COLLECTING YOUR INFORMATION**

We collect NPI about our customers to provide them with insurance products and services. This may include your name, Social Security number, telephone number, address, date of birth, gender, work/school enrollment history, and health history. We may receive NPI from your completing the following forms:

- Claims forms
- Enrollment forms
- Beneficiary designation/Assignment forms
- Any other forms necessary to effectuate coverage, administer coverage, or administer and pay your claims

We also collect information from others that is necessary for us to properly process a claim, underwrite coverage, or to otherwise complete a transaction requested by a customer, policyholder or contract holder.

#### **SHARING YOUR INFORMATION**

We share the types of NPI described above primarily with people who perform insurance, business and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization such as a policyholder's or contract holder's broker, a third-party administrator, reinsurer, employer, school, or plan sponsor. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

We do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

#### **HEALTH INFORMATION**

We will not share any of your protected health information ("PHI") unless allowed by law, and/or you have provided us with the appropriate authorization. Additional information on how we protect your PHI can be found in the Notice of Privacy Practices.

#### **SAFEGUARDING YOUR INFORMATION**

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees or authorized individuals who need to know the NPI to provide insurance products or services to you. Our employees are continually trained on how to keep information safe.

#### **ACCESSING YOUR INFORMATION**

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our processing costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

#### **CORRECTING YOUR INFORMATION**

If you believe the NPI we have about you is incorrect, please write to us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two (2) years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two (2) years.

#### **CONTACTING US**

If there are any questions concerning this notice, please feel free to write us at:

Privacy and Security Officer Wellfleet Insurance Company c/o Wellfleet Group, LLC PO Box 15369 Springfield, MA 01115-5369

In California c/o Wellfleet Group, LLC dba Wellfleet Administrators, LLC PO Box 15369 Springfield, MA 01115-5369

## NOTICE OF NON-DISCRIMINATION AND ACCESSIBILITY REQUIREMENTS

The Company complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. The Company does not exclude people or treat them worse because of their race, color, national origin, age, disability, or sex.

The Company provides free aids and services to people with disabilities to communicate effectively with us, such as:

- 1. Qualified sign language interpreters
- 2. Written information in other formats (large print, audio, accessible electronic formats, other formats)

Provides free language services to people whose first language is not English when needed to communicate effectively with us, such as:

- 1. Interpreters
- 2. information translated into other languages

If you need these services, contact the Civil Rights Coordinator.

If you believe that Wellfleet Insurance Company has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Civil Rights Coordinator, PO Box 15369 Springfield, MA 01115-5369 (413) 733-4540 civilcoordinator@wellfleetinsurance.com

You can file a grievance in person, by mail, fax, or email. If you need help filing a grievance our Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <u>https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</u>, or by mail or phone at:

U.S. Department of Health and Human Services 200 Independence Avenue SW., Room 509F, HHH Building Washington, DC 20201 800-868-1019; 800-537-7697 (TDD) Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

The Company complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

# **ADVISORY NOTICE TO POLICYHOLDERS**

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the directives issued by OFAC and possibly by the U.S. Department of State. **Please read this Policyholder Notice carefully.** 

OFAC of the U.S. Department of Treasury administers and enforces economic and trade sanctions policy on Presidential declarations of "National Emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers

as *Specially Designated Nationals* and *Blocked Persons*. This list can be found on the U.S. Department of Treasury's website (www.treas.gov/ofac)

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or another insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is identified by OFAC as a *Specially Designated National* or *Blocked Person*, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## Women's Health & Cancer Rights Act

If you have had or are going to have a Mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). If you are receiving Mastectomyrelated benefits, coverage will be provided in a manner determined in consultation with the attending physician and patient for:

- a. Reconstruction of the breast on which the Mastectomy was performed;
- b. Reconstruction of the other breast to produce a symmetrical appearance;
- c. Prosthesis;
- d. Treatment of physical complications from all stages of Mastectomy, including lymphedemas.

Coverage will be subject to the same plan limitations, copays, deductible and coinsurance provisions that currently apply to Mastectomy coverage and will be provided in consultation with you and your attending physician.

## LANGUAGE ASSISTANCE PROGRAM

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Please call (877) 657-5030.

ATENCIÓN: Si habla **español (Spanish)**, hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al (877) 657-5030.

請注意:如果您說中文 (Chinese),我們免費為您提供語言協助服務。請致電: (877) 657-5030.

XIN LƯU Ý: Nếu quý vị nói tiếng **Việt** (**Vietnamese**), quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi (877) 657-5030.

알림: 한국어(Korean)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. (877) 657-5030번으로 전화하십시오.

PAUNAWA: Kung nagsasalita ka ng **Tagalog** (**Tagalog**), may makukuha kang mga libreng serbisyo ng tulong sa wika. Mangyaring tumawag sa (877) 657-5030.

ВНИМАНИЕ: бесплатные услуги перевода доступны для людей, чей родной язык является **русском (Russian)**. Позвоните по номеру (877) 657-5030.

ميبنة: اذا تنك شدحتد قيبر علا (Arabic)، ناف تامدخ قد عاسما الميو غلا الميناجما المحاتم كار. عاجر لا لاستلا ب 657-503 (877).

ATANSYON: Si w pale **Kreyòl ayisyen (Haitian Creole)**, ou kapab benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nan (877) 657-5030.

ATTENTION : Si vous parlez **français (French)**, des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le (877) 657-5030.

UWAGA: Jeżeli mówisz po **polsku (Polish)**, udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod numer (877) 657-5030.

ATENÇÃO: Se você fala **português (Portuguese)**, contate o serviço de assistência de idiomas gratuito. Ligue para (877) 657-5030.

ATTENZIONE: in caso la lingua parlata sia l'**italiano (Italian)**, sono disponibili servizi di assistenza linguistica gratuiti. Si prega di chiamare il numero (877) 657-5030.

ACHTUNG: Falls Sie **Deutsch (German)** sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufen Sie (877) 657-5030 an.

注意事項:日本語 (Japanese) を話される場合、無料の言語支援サービスをご利用いただけます。(877) 657-5030 にお電話ください。

**یسراف** امشنابز رگا :محجود (Farsi) دشاب *ی*م امشر ایتخا رد ناگیار روط ۹۰ ینابز دادما تامدخ ،تسا. 657-5030 (877) تمسا بیگرید. कृपा ध्या दाः याद आप ा**हंदा (Hindi) भाषी हा तो आपके ालए भाषा सहायता सेवाएं**।नःशुल् उपलब् हा। कृपा पर काल करा (877) 657-5030

CEEB TOOM: Yog koj hais Lus **Hmoob** (**Hmong**), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau (877) 657-5030.

ប្រយ័ត្ន: ប្រសិនបើអ្នកនិយាយភាសាខ្មែរ(Khmer) សេវាកម្មភាសាជំនួយឥតគិតថ្លៃមានសម្រាប់អ្នក។

សូមទូរស័ព្ទមកលេខ (877) 657-5030 ។

PAKDAAR: Nu saritaem ti **Ilocano** (**Ilocano**), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyam. Maidawat nga awagan iti (877) 657-5030.

DÍÍ BAA'ÁKONÍNÍZIN: **Diné (Navajo)** bizaad bee yániłti'go, saad bee áka'anída'awo'ígíí, t'áá jíík'eh, bee ná'ahóót'i'. T'áá shoodí kohjį' (877) 657-5030 hodíilnih.

OGOW: Haddii aad ku hadasho **Soomaali (Somali)**, adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac (877) 657-5030

**ગુજરાતી** (Gujarati) યુ ના: જો તમે જરાતી બોલતા હો, તો િન:લ્કુ ભાષા સહાય સેવાઓ તમારા માટ ઉપલબ્ધ છ. ફોન કરો (877) 657-5030

**λληνικά (Greek)**ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε (877) 657-5030

Українська (Ukrainian) УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером (877) 657-5030

አማርኛ (Amharic) ማስታወሻ: የሚናንሩት ቋንቋ ኣማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘ*ጋ*ጀተዋል፡ ወደ ሚከተለው ቁጥር ይደው(877) 657-5030

**ਪੰਜਾਬੀ** (Punjabi) ਧਆਨ ਿਦਓ: ਜੇ ਤੁਸ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤ ਭਾਸ਼ਾ ਿਵੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ (877) 657-5030

ພາສາລາວ (Lao) ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັງຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທຣ (877) 657-5030