

**4 Ever Life Insurance Company**  
**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, Illinois 60181**  
**(800) 621-9215**

Administrative Office: c/o Worldwide Insurance Services, LLC, One Radnor Corporate Center, Suite 100, Radnor, PA 19087

**Concordia Plan Services**  
**GeoBlue Expat**  
**HTH International Group Insurance Trust**

**\$350 Deductible Plan**  
**Major Medical Plan**

**Certificate of Coverage Number: 4EL-7795-15**

**Effective Date: January 1, 2015**

This Plan is a Participating Provider Plan for major medical care.

Under this Plan, 4 Ever Life Insurance Company (Insurer) pays certain benefits at higher payment percentages when the services of a Participating Provider are used.

Covered Expenses for the services of a Non-Participating Provider will be paid according to the in-network benefit when it is in connection with a Medical Emergency.

The Insurance Coverage Area is any place that is anywhere in the world.

  
SECRETARY

  
PRESIDENT

**Table of Contents**

I.	<a href="#">Introduction</a>	Page 2
II.	<a href="#">Who is eligible for coverage?</a>	Page 9
III.	<a href="#">Definitions</a>	Page 13
IV.	<a href="#">How the Plan Works</a>	Page 23
V.	<a href="#">Benefits: What the Plan Pays</a>	Page 25
VI.	<a href="#">Exclusions and Limitations: What the Plan does not pay for</a>	Page 38
VII.	<a href="#">Prescription Drug Benefits</a>	Page 40
VIII.	<a href="#">General Provisions</a>	Page 42

## I. Introduction

---

### About This Plan

This Certificate of Coverage is issued by 4 Ever Life Insurance Company (“Insurer”) through a policy issued to HTH International Group Insurance Trust.

In this Plan, “Insurer” means the 4 Ever Life Insurance Company. The “Eligible Participant” is the person who meets the eligibility criteria of this Certificate. The term “Insured Person,” means the Eligible Participant and any Insured Dependents.

The benefits of this Plan are provided only for those services that the Insurer determines are Medically Necessary and for which the Insured Person has benefits. The fact that a Physician prescribes or orders a service does not, by itself, mean that the service is Medically Necessary or that the service is a Covered Expense. If the Eligible Participant has any questions about whether services are covered, he/she should consult this Certificate of Coverage or telephone the Insurer at the number shown on his/her identification card.

This Certificate of Coverage contains many important terms (such as “Medically Necessary” and “Covered Expense”) that are defined in Part III and capitalized throughout the Certificate of Coverage. The Eligible Participant may wish to consult Part III for the meanings of these words as they pertain to this Certificate of Coverage before reading through this Certificate of Coverage.

The Insurer has issued a Policy to the Group identified on the Eligible Participant’s identification card. The benefits and services listed in this Certificate of Coverage will be provided for Insured Persons for a covered illness, injury, or condition, subject to all of the terms and conditions of the Policy.

**Use of Administrator:** The Insurer will use a third party administrator to perform certain of its duties on its behalf. The Group and the Insured Participant are hereby notified of the use of Worldwide Insurance Services as its administrator.

**Choice of Hospital and Physician:** Nothing contained in this Plan restricts or interferes with the Eligible Participant’s right to select the Hospital or Physician of the Eligible Participant’s choice. Also, nothing in this Plan restricts the Eligible Participant’s right to receive, at his/her expense, any treatment not covered in this Plan.

**Providers outside the U.S.:** Covered Expenses for these Foreign Country Providers are based on Reasonable Charges, which may be less than actual billed charges. Foreign Country Providers can bill the Eligible Participant for amounts exceeding Covered Expenses. Worldwide Insurance Services provides a list to Eligible Participants of Foreign Country Providers with whom Worldwide Insurance Services has contracted to accept assignment of claims and direct payments from the Insurer or its Administrator for Covered Expenses incurred by Insured Persons, thus alleviating the necessity of the Insured Person paying the Foreign Country Provider and submitting a claim for reimbursement. This particular group of Foreign Country Providers are not Participating Providers, but rather a group of Foreign Country Providers for whom Worldwide Insurance Services is able to provide background information and to arrange access for Insured Persons.

### Services inside the U.S., Puerto Rico, and the U.S. Virgin Islands

Worldwide Insurance Services has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Programs.” Whenever you obtain healthcare services inside the United States, Puerto Rico, or the United States Virgin Islands, the claims for these services may be processed through one of these Inter-Plan Programs, which include the BlueCard Program and may include negotiated National Account arrangements available between Worldwide Insurance Services and other Blue Cross and Blue Shield Licensees.

Typically, when accessing care inside the United States, Puerto Rico, and the United States Virgin Islands, you will obtain care from healthcare providers that have a contractual agreement (i.e., are “participating providers”) with the local Blue Cross and/or Blue Shield Licensee in that geographic area (“Host Blue”). In some instances, you may obtain care from providers that do not contract with the Host Blue (non-participating healthcare providers). Worldwide Insurance Services payment practices in both instances are described below.

#### A. BlueCard® Program

Under the BlueCard® Program, when you access covered healthcare services within the geographic area served by a Host Blue, Worldwide Insurance Services will remain responsible for fulfilling Worldwide Insurance Services contractual obligations. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating healthcare providers.

Whenever you access covered healthcare services inside the United States, Puerto Rico, and the United States Virgin Islands, and the claim is processed through the BlueCard Program, the amount you pay for covered healthcare services is calculated based on the lower of:

- The billed covered charges for your covered services; or
- The negotiated price that the Host Blue makes available to Worldwide Insurance Services.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare provider or provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price Worldwide Insurance Services uses for your claim because they will not be applied retroactively to claims already paid.

Laws in a small number of U.S. States may require the Host Blue to add a surcharge to your calculation. If any of these state laws mandate other liability calculation methods, including a surcharge, we would then calculate your liability for any covered healthcare services according to applicable law.

**B. Non-Participating Healthcare Providers inside the U.S., Puerto Rico, and the U.S. Virgin Islands**

1. Member Liability Calculation

When covered healthcare services are provided inside the United States, Puerto Rico, or the United States Virgin Islands by non-participating healthcare providers, the amount you pay for such services will generally be based on either the Host Blue's non-participating healthcare provider local payment or the pricing arrangements required by applicable law. In these situations, you may be liable for the difference between the amount that the non-participating healthcare provider bills and the payment Worldwide Insurance Services will make for the covered services as set forth in this paragraph.

2. Exceptions

In certain situations, Worldwide Insurance Services may use other payment bases, such as billed covered charges, or a special negotiated payment, as permitted under Inter-Plan Programs Policies, to determine the amount we will pay for services rendered by non-participating healthcare providers. In these situations, you may be liable for the difference between the amount that the non-participating healthcare provider bills and the payment Worldwide Insurance Services will make for the covered services as set forth in this paragraph.

**Benefit Overview Matrix**

Following is a very brief description of the benefit schedule of the Plan. This should be used only as a quick reference tool. The entire Certificate of Coverage sets forth, in detail, the rights and obligations of both the Eligible Participant and the Insurer. It is, therefore, important that **THE ENTIRE CERTIFICATE OF COVERAGE BE READ CAREFULLY!**

The benefits outlined in the following table show the payment percentages for Covered Expenses AFTER the Eligible Participant has satisfied any Deductibles and prior to satisfaction of his/her Coinsurance Maximum.

**OVERVIEW MATRIX**

	Limits Outside the U.S.	Limits In Network, U.S.	Limits Out-of-Network, U.S.
<b>MEDICAL EXPENSES</b>			
<b>Deductible</b> Any deductible paid for one column will be applied towards the deductible in another column.	\$350 per Insured Person per Calendar year and limited to \$700 per Family per Calendar Year	\$350 per Insured Person per Calendar Year and limited to \$700 per Family per Calendar Year	\$700 per Insured Person per Calendar Year and limited to \$1,400 per Family per Calendar Year
<b>Payment Level One</b>	The Insurer will pay 100% of the Usual and Customary Fee.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 85% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee.
<b>Payment Level Two</b>		Once the Coinsurance Maximum is satisfied the Insurer will pay 100% of the Negotiated Rate.	Once the Coinsurance Maximum is satisfied the Insurer will pay 100% of the Usual and Customary Fee.
<b>Coinsurance Maximum</b> Any Coinsurance paid for one column will be applied towards the Coinsurance in another column.		\$1,750 per Insured Person per Calendar Year and limited to \$3,500 per Family per Calendar Year	\$4,650 per Insured Person per Calendar Year and limited to \$9,300 per Family per Calendar Year
<b>REPATRIATION OF REMAINS</b>	Maximum Benefit up to \$25,000		
<b>MEDICAL EVACUATION</b>	Maximum Lifetime Benefit for all Evacuations up to \$100,000		
<b>BEDSIDE VISIT</b>	Up to a maximum benefit of \$2,500 for the cost of one economy round-trip air fare ticket to, and the hotel accommodations in, the place of the Hospital Confinement for one (1) person		

**SCHEDULE OF BENEFITS**  
**(Subject to Maximums, Coinsurance, and Deductibles in Overview Matrix)**

<b>Benefits</b>	<b>Outside the U.S.</b>	<b>In Network, U.S.</b>	<b>Out-of-Network, U.S.</b>
<b>Preventive Care Services – Deductible is not applicable</b>			
<b>For Dependent Children</b> (Birth to Age 19)	100% of the Usual and Customary Fee	100% of the Negotiated Rate	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>For Adults</b> (Age 20 and Older)	100% of the Usual and Customary Fee	100% of the Negotiated Rate	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Services Provided by a Physician or Provider – Copayments and Deductible apply if applicable unless specifically stated</b>			
<b>Physician Office Visits</b>	Deductible does not apply The Insurer will pay 100% of the Usual and Customary Fee	Deductible does not apply After a \$25 Copayment, the Insurer will pay 100% of the Negotiated Rate	Deductible does not apply Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Surgical Care</b>	The Insurer will pay 100% of the Usual and Customary Fee	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Medical Care</b>	The Insurer will pay 100% of the Usual and Customary Fee	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Emergency Care</b>	The Insurer will pay 100% of the Usual and Customary Fee	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Other Physician services</b>	The Insurer will pay 100% of the Usual and Customary Fee	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Travel Vaccinations/Immunizations not covered under Preventative Care Services</b> Maximum of \$500 per Calendar Year	Deductible does not apply The Insurer will pay 100% of the Usual and Customary Fee	Deductible does not apply The Insurer will pay 100% of the Negotiated Rate.	Deductible does not apply The Insurer will pay 100% of the Usual and Customary Fee
<b>Services and Supplies Provided by a Hospital – Copayments and Deductible apply if applicable, unless specifically stated</b>			

<b>Benefits</b>	<b>Outside the U.S.</b>	<b>In Network, U.S.</b>	<b>Out-of-Network, U.S.</b>
<b>Inpatient Hospital Care</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Outpatient Hospital Care</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Emergency Care<sup>1</sup></b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Other Services and Special Conditions – Copayments and Deductible apply if applicable, unless specifically stated</b>			
<b>Ambulance Transportation</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Ambulatory Surgical Facility</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Dental Anesthesia</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Dental Care for an Accidental Injury</b>	100% of Covered Expenses up to \$1,000 per Calendar Year maximum and limited to \$200 per tooth		
<b>Maternity</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Mental Illnesses – Inpatient Treatment</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.

Benefits	Outside the U.S.	In Network, U.S.	Out-of-Network, U.S.
<b>Serious Mental Illness – Outpatient Treatment</b>	Deductible does not apply The Insurer will pay 100% of the Usual and Customary Fee.	Deductible does not apply After a \$25 Copayment, the Insurer will pay 100% of the Negotiated Rate	Deductible does not apply Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Mental Illness – Outpatient Treatment</b>	Deductible does not apply The Insurer will pay 100% of the Usual and Customary Fee.	Deductible does not apply After a \$25 Copayment, the Insurer will pay 100% of the Negotiated Rate	Deductible does not apply Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Substance Abuse rehabilitation – Inpatient Treatment</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Substance Abuse rehabilitation – Outpatient Treatment</b>	Deductible does not apply The Insurer will pay 100% of the Usual and Customary Fee.	Deductible does not apply After a \$25 Copayment, the Insurer will pay 100% of the Negotiated Rate	Deductible does not apply Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Chiropractic Care</b> As many as 26 visits per Calendar Year	Deductible does not apply The Insurer will pay 100% of the Usual and Customary Fee.	Deductible does not apply After a \$25 Copayment, the Insurer will pay 100% of the Negotiated Rate	Deductible does not apply Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Physical/Occupational/Speech Therapy/Medicine and Other Specified Therapies</b> As many as 30 visits per Calendar Year	Deductible does not apply The Insurer will pay 100% of the Usual and Customary Fee.	Deductible does not apply After a \$25 Copayment, the Insurer will pay 100% of the Negotiated Rate	Deductible does not apply Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Infusion Therapy/Radiation Therapy/Chemotherapy</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Human Organ Transplants</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.

<b>Benefits</b>	<b>Outside the U.S.</b>	<b>In Network, U.S.</b>	<b>Out-of-Network, U.S.</b>
<b>Home Health Care</b> Up to a maximum of 120 visits per Calendar Year	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Skilled Nursing Facilities</b> Up to a maximum of 100 days per Calendar Year	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Hospice</b>	The Insurer will pay 100% of the Usual and Customary Fee.	85% of the Negotiated Rate, until the Coinsurance Maximum is satisfied, then the Insurer will pay 100% of the Negotiated Rate.	Until the Coinsurance Maximum is satisfied, the Insurer will pay 60% of the Usual and Customary Fee. After the Coinsurance Maximum is satisfied, the Insurer will pay 100% of the Usual and Customary Fee.
<b>Pharmacy Benefits</b>			
<b>Pharmacy – Outside the US</b> Maximum 180 day supply	the Copayment stated below		
1. Prescription Drugs	All except a \$10 Copayment per prescription, per 30 day supply		
2. Injectables	All except a 30% Copayment per Prescription, per 30 day supply		
<b>Pharmacy – Inside the US</b> Maximum 180 day supply	the Copayment stated below		
1. Generic Drugs	All except a \$10 Copayment per prescription, per 30 day supply		
2. Brand name Drugs	All except a \$30 Copayment per prescription, per 30 day supply		
3. Injectables	All except a 30% Copayment per Prescription, per 30 day supply		
<b>Hearing Services</b>	No Deductible. 100% of Covered Expenses per Calendar Year up to a maximum of \$500 for Hearing Services that are not the result of an Injury or Illness. In addition, for a Covered Person who is a Dependent Child under age 24, 100% of Covered Expenses up to a maximum of \$1,000 per Hearing Aid every three years.		
<b>Vision Care</b>	No Deductible. 100% of Covered Expenses per Calendar Year up to a maximum of \$250 for Vision Care that is not the result of an Injury or Illness.		
<b>Dental Care</b>	Subject to a maximum Covered Expenses of \$3,000 per Calendar Year.		
1. Preventive Dental Services	100% of Actual Cost		
2. Primary Dental Services	80% of Actual Cost		
3. Major Dental Services	80% of Actual Cost		
<b>Orthodontic Dental Care</b>	No Deductible. 50% of Actual Cost up to a Lifetime Maximum of \$1,500		

- 1 If an Insured Person requires emergency treatment of an Injury or Sickness and incurs covered expenses at a non-Preferred Provider, Covered Medical Expenses for the Emergency Medical Care rendered during the course of the emergency will be treated as if they had been incurred at a Preferred Provider.

## II. Who is eligible for coverage?

---

Eligible Participants and their Eligible Dependents are the only people qualified to be covered by the Policy. The following section describes who qualifies as an Eligible Participant or Eligible Dependent, as well as information on when, who to enroll, and when coverage begins and ends.

**Who is Eligible to Enroll under This Plan?** An Eligible Participant:

1. Is a employee of a Group covered under the Policy.
2. Has submitted an enrollment form, if applicable, and the premium to the Insurer.

**Eligible Participant – An Eligible Participant includes:**

### Eligible Employee

An Eligible Employee means a permanent full time employee or trainee, who usually works at least 30 hours a week in the conduct of the Group's business. Sole proprietors and partners are also eligible to enroll if they are actively engaged on a full-time basis. An Eligible Employee does not include an employee who works on a part-time, temporary, or substitute basis. An Eligible Employee also includes officers and directors of the Group regardless of the number of hours a week devoted to the conduct of the Group's business. An Eligible employee resides outside his/her Home Country and is scheduled to reside outside his/her Home Country for a period greater than 6 months.

### Eligible Dependents

An Eligible Dependent means a person who is the Eligible Participant's:

1. Spouse;
2. natural child, stepchild or legally adopted child who has not yet reached age 26;
3. own or spouse's own unmarried child, of any age, enrolled prior to age 26, who is incapable of self-support due to continuing mental retardation or physical disability and who is chiefly dependent on the Eligible Participant or spouse. The Insurer requires written proof from a Physician of such disability and dependency within 31 days of the child's 26<sup>th</sup> birthday and annually thereafter.
4. grandchild, niece or nephew who otherwise qualifies as a dependent child, if: (i) the child is under the primary care of the Insured Participant; and (ii) the legal guardian of the child, if other than the Insured Participant, is not covered by an accident or sickness policy.

As used above:

1. The term "primary care" means that the Insured Participant provides food, clothing and shelter on a regular and continuous basis during the time that the public schools are in regular session.
2. The term "spouse" means the Eligible Participant's spouse as defined or allowed by the state where the Policy is issued. This term includes a common law spouse if allowed by the State where the Policy is issued.

A person **may not** be an Insured Dependent for more than one Insured Participant.

**Additional Requirements for an Eligible Participant and Eligible Dependents: An Eligible Participant or an Eligible Dependent must meet all of the following requirements:**

1. Country of Assignment is other than the Eligible Participant's Home Country.

### Application and Effective Dates

Coverage for an Eligible Participant and his or her Eligible Dependents will become effective if the eligible person submits a properly completed application to the Insurer, is approved for coverage by the Insurer, and the Group and/or the Eligible Participant pays the Insurer the premium. The Effective Date of Coverage under the Plan is indicated below:

1. Any person who qualifies as an Eligible Participant of the Group on the day prior to the Effective Date of the Policy, or any person who has continued group coverage with the Group under applicable federal or state law on the date immediately preceding the Effective Date of the Policy, is eligible as of the Effective Date of the Policy. The application, if applicable, for this Eligible Participant should be submitted with the Group application.
2. The Effective Date for a participant who becomes eligible after the Effective Date of the Policy will be the first of the month following the Waiting Period (the Initial Eligibility Date), provided the Insurer receives a fully completed application prior to the Initial Eligibility Date. The Effective Date will be the first of the month following the date the Insurer approves the application.
3. If a person meets the above definition of an Eligible Dependent on the date the Eligible Participant is qualified to apply for the Plan, then the Eligible Dependent qualifies to apply at the same time that the Eligible Participant applies, and should be included on the Eligible Participant's application.
4. For a person who becomes an Eligible Dependent after the date the Eligible Participant's coverage begins, the Eligible Dependent is qualified to apply for the Plan within 31 days following the date he/she meets the above definition of an Eligible Dependent. Coverage for the Eligible Dependent will become effective in accordance with the following provisions subject to approval by the Insurer:
  - a. Newborn Children: Coverage will be automatic for the first 31 days following the birth of an Insured Participant's child. To continue coverage beyond 31 days, the Newborn child must be enrolled within 31 days of birth.
  - b. Court Ordered Coverage for a Dependent: If a court has ordered an Insured Participant to provide coverage for an Eligible Dependent who is a spouse or minor child, coverage will be automatic for the first 31 days following the date on which the court order is issued. To continue coverage beyond 31 days, an Insured Participant must enroll the Eligible Dependent within that 31-day period.

- c. Adopted Children: An Insured Participant's adopted child is automatically covered for Illness or Injury for 31 days from either the date of placement of the child in the home, or the date of the final decree of adoption, whichever is earlier. To continue coverage beyond 31 days, an Insured Participant must enroll the adopted child within 31 days from either the date of placement or the final decree of adoption.
  - d. Other Dependents: A written application **must be received within 31 days of the date that a person first qualifies** as an Eligible Dependent. Coverage will become effective on the first day of the month following date of approval.
5. If the application is not received within the time frames outlined above, the Eligible Participant/Dependent will become a Late Enrollee. The Late Enrollee may become covered for Participant and/or Dependent coverage only if he or she submits an application within the 31 day Annual Open Enrollment Period that ends each Calendar Year on the anniversary of the Effective Date of the Policy. A Late Enrollee may **not** enroll at any time other than during the Annual Open Enrollment Period. A Late Enrollee's coverage must be approved by the Insurer in writing and will become effective on the first day of the month following the date the Insurer receives and approves the application.

All applications, if applicable, must be approved by the Insurer for coverage to go into effect.

In no event will an Eligible Dependent's coverage become effective prior to the Eligible Participant's Effective Date of Coverage.

### **Notification of Eligibility Change**

1. Any person who does not satisfy the eligibility requirements is not covered by the Plan and has no right to any of the benefits provided under the Plan.
2. The Group and/or the Insured Participant must notify the Insurer within 31 days of any change that affects an individual's eligibility under the Plan, including the additional requirements for an Eligible Participant and Eligible Dependents.

### **Special Enrollment Periods**

1. Eligible Participants who do not enroll themselves and/or their Eligible Dependents during the Initial Enrollment Period because they have other coverage may do so within 31 days after that other coverage terminates if the following requirements are met:
  - a. If the other coverage was COBRA continuation under another plan, that continuation must have been exhausted before the Eligible Participant may enroll the affected persons under this Plan.
  - b. If the other coverage was not COBRA continuation, then any employer contribution toward the cost of the coverage must have terminated or that coverage must itself have been terminated because of a loss of eligibility by the person through whom coverage was obtained. Loss of eligibility for coverage includes loss of coverage as a result of:
    - i. legal separation or divorce;
    - ii. death;
    - ii. termination of employment or reduction in hours of employment.

The Eligible Participant must have declined enrollment for employee and/or dependent coverage during the Initial Enrollment Period by means of a written statement that the reason for declining enrollment was other coverage.

2. An Eligible Participant who did not enroll during the Initial Enrollment Period may enroll for participant and/or dependent coverage within 31 days after he or she marries or acquires an Eligible Dependent Child or Children by birth, adoption, or placement for adoption.
3. An Eligible Participant who did not enroll his or her spouse during an Initial Enrollment Period may enroll that spouse within 31 days after the Eligible Participant acquires an Eligible Dependent Child or Children by birth or adoption or placement for adoption.

If an Eligible Participant does not apply within the 31 days of the Initial Enrollment Period or within the 31 days of a Special Enrollment Period as outlined above, he/she will become a Late Enrollee.

### **How Coverage Ends**

#### **Insured Participants**

The Insured Participant's coverage ends without notice from the Insurer on the earlier of:

1. the last day of the month after the date the Insured Participant no longer meets the definition of an Eligible Participant;
2. the end of the last period for which premium payment has been made to the Insurer;
3. the date the Policy terminates;
4. the date of fraud or misrepresentation of a material fact by the Insured Participant, except as indicated in the Time Limit on Certain Defenses provision.

#### **Insured Dependents**

The Eligible Participant's insured Dependent's coverage will end on the earlier of:

1. the date the Insured Participant's Insured Dependent no longer meets the definition of an Eligible Dependent as defined in the Plan;
2. the end of the period for which premium payment has been made to the Insurer;
3. the date the Policy terminates;
4. the date the Insured Participant's coverage terminates;
5. the date of fraud or misrepresentation of material fact by the Insured Dependent, except as indicated in the Time Limit on Certain Defenses provision.

### **Group and Insurer**

The coverage of all Insured Persons shall terminate if the Policy is terminated. If the Insurer terminates the Policy then the Insurer will notify the Group of cancellation. In addition, the Policy may be terminated by the Group on any premium due date. It is the Group's responsibility to notify all Insured Participants in either situation.

Termination of the Group Policy automatically terminates your coverage under this Certificate. It is the responsibility of your Group to notify you of the termination of the Group Policy, but your coverage will automatically terminate as of the effective date of termination of the Group Policy regardless of whether such notice is given.

No benefits are available to you for services or supplies rendered after the date of termination of your coverage under this Certificate except as otherwise specifically stated in the "Extension of Benefits" provisions of this Certificate or as specified below when your entire Group's coverage terminates. However, termination of the Group Policy and/or your coverage under this Certificate shall not affect any Claim for Covered Services rendered prior to the effective date of such termination.

Unless specifically mentioned elsewhere in this Certificate, if one of your dependents becomes ineligible, his or her coverage will end as of the date the event occurs which makes him or her ineligible.

Upon the death of an Eligible Person, dependents under his or her family coverage will have the option to continue coverage for a period of 90 days subject to any other Certificate provisions relating to termination of such person's coverage, provided such person makes payment for coverage.

The Policy may be terminated by the Insurer:

1. for non-payment of premium;
2. on the date of fraud or intentional misrepresentation of a material fact by the Group, except as indicated in the Time Limit on Certain Defenses provision;
3. on any premium due date for any of the following reasons. The Insurer must give the Group written notice of at least 30 days in advance if termination is due to:
  - a. failure to maintain the required minimum premium contribution;
  - b. failure to provide required information or documentation related to the Group Health Benefit Plan upon request;
  - c. failure to maintain status as a Group as defined in the Definitions (Section III) provision.
4. on any premium due date if the Insurer is also canceling all Group Health Benefit Plans in the state or in a geographic Service Area. The Insurer must give the Group written notice of cancellation:
  - a. at least 180 days in advance; and
  - b. again at least 30 days in advance.

### **Extension of Benefits**

If an Insured Person is Totally Disabled on the date of termination of the Policy, coverage will be extended. Benefits will continue to be paid under the terms of the Policy for Eligible Expenses due to the disabling condition. Extension of Benefits will continue until the earlier of:

1. the date payment of the maximum benefit occurs;
2. the date the Insured Person ceases to be Totally Disabled; or
3. the end of 90 days following the date of termination.

This Extension of Benefits is not applicable if the Policy is replaced by another carrier providing substantially equivalent or greater benefits.

### **Continuation (COBRA)**

Most employers in the United States who employ 20 or more people on a typical business day are subject to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). If the employer who provides coverage under the Plan is subject to the federal law, which governs this provision the Insured Participant may also be entitled to a period of continuation of coverage under this Act. The Insured Participant should check with his/her employer for details.

### **Continuation of Coverage for a Divorced or Legally Separated Spouse or Surviving Spouse**

An Insured Participant's surviving spouse may continue coverage under the Policy at his or her death. Coverage continues with respect to the spouse (and his or her Dependents if currently covered under the Policy) whose coverage, otherwise would terminate because of the death. The spouse must be 55 years of age or older at the time of the expiration of coverage provided by COBRA for continuation.

Insured Participant's divorced or legally separated spouse may continue coverage under the Policy upon dissolution of marriage with, or legal separation from the Insured Participant. Coverage continues with respect to the divorced or legally separated spouse (and Dependents if currently covered under the Policy) whose coverage otherwise would terminate because of the dissolution of marriage or legal separation. The divorced or legally separated spouse must be 55 years of age or older at the time of the expiration of coverage provided COBRA for continuation.

## Notice of continuation of coverage upon divorce or death

**For Divorce or Legal Separation:** If a covered spouse has elected and maintained COBRA coverage, a legally separated or divorced spouse shall give the designated administrator written notice of the legal separation or dissolution:

1. Within 60 days of legal separation or the entry of a decree of dissolution of marriage; or
2. Prior to the expiration of a thirty-six month COBRA continuation period covering a legally separated or divorced spouse,

The notice shall include the mailing address of the legally separated or divorced spouse.

**For Death:** If a surviving spouse has elected and maintained COBRA coverage, a surviving spouse shall give the designated administrator written notice of Your death:

1. Within 30 days of Insured Participant's death; or
2. Prior to the expiration of a thirty-six month COBRA continuation period covering such surviving spouse

The notice shall include the mailing address of the surviving spouse.

Within 14 days of receipt of notice of divorce, legal separation or death, the Insurer or designated administrator shall notify the legally separated, divorced or surviving spouse that coverage may be continued. The notice shall be mailed to the mailing address provided to the Insurer designated administrator and shall include:

1. A form for election to continue the coverage;
2. A statement of the amount of periodic premiums to be charged for the continuation of coverage and of the method and place of payment; and
3. Instructions for returning the election form by mail within 60 days after the date of mailing of the notice by the designated administrator.

Failure of the legally separated, divorced or surviving spouse to exercise the election in accordance within 14 days shall terminate the right to continuation of benefits.

If the Insurer or designated administrator was properly notified of the divorce, legal separation or death and fails to notify the legally separated, divorced or surviving spouse in the time required, such spouse's coverage shall continue in effect, and such spouse's obligation to make any premium payment for continuation coverage shall be postponed for the period of time beginning on the date the spouse's coverage would otherwise terminate and ending 31 days after the date the designated administrator provides the required notice. Failure or delay by the Insurer or designated administrator in providing the notice shall not reduce, eliminate or postpone the designated administrator's obligation to pay premiums on behalf of such legally separated, divorced or surviving spouse to the designated administrator during such period.

If a legally separated, divorced or surviving spouse elects continuation of coverage, premium payments are as follows:

1. During the period of time covered by COBRA, the monthly contribution for the premium shall not be greater than the amount that would be charged if the legally separated, divorced or surviving spouse were a current Insured Person of Policy plus the amount that the Employer would contribute toward the premium if the legally separated, divorced or surviving spouse were an Insured Person plus an additional amount not to exceed two percent of the Insured Person and Employer contributions, for the cost of administration. Once the period of time covered by the insurance premium provisions of COBRA has expired, the monthly contribution for the premium shall not be greater than the amount that would have been charged if the legally separated, divorced or surviving spouse were a current Covered Person plus the amount that the Employer would contribute toward the premium if the legally separated, divorced or surviving spouse were a Covered Person plus an amount not to exceed 25% of the Covered Person and Employer contributions, subject to review by the Missouri department of insurance;
2. The first premium shall be paid by the legally separated, divorced or surviving spouse within 45 days of the date of the election.

The right to continuation of coverage shall terminate upon the earliest of any of the following:

1. The failure to pay premiums when due, including any grace period allowed by the Policy;
2. The date that the group policy is terminated as to all Covered Persons except that if a different group policy is made available to the Covered Persons, the legally separated, divorced or surviving spouse shall be eligible for continuation of coverage as if the original Policy had not been terminated;
3. The date on which the legally separated, divorced or surviving spouse becomes insured under any other group health plan;
4. The date on which the legally separated, divorced or surviving spouse remarries and becomes insured under another group health plan; or
5. The date on which the legally separated, divorced, or surviving spouse attains his 65th birthday.

### III. Definitions

---

Throughout this Certificate, many words are used which have a specific meaning when applied to your health care coverage. These terms will always begin with a capital letter. When you come across these terms while reading this Certificate, please refer to these definitions because they will help you understand some of the limitations or special conditions that may apply to your benefits. If a term within a definition begins with a capital letter that means that the term is also defined in these definitions. All definitions have been arranged in **ALPHABETICAL ORDER**.

**Accidental Injury** means an accidental bodily injury sustained by an Insured Person, which is the direct cause of a loss independent of disease, bodily infirmity, or any other cause.

**Acupuncture** means the insertion of needles into the human body by piercing the skin of the body, for the purpose of controlling and regulating the flow and balance of energy in the body.

**Advanced Practice Nurse** means a duly licensed Certified Clinical Nurse Specialist, Certified Nurse-Midwife, Certified Nurse Practitioner or Certified Registered Nurse Anesthetist.

**Age** means the Insured Person's attained age.

**Aggregate Annual Benefit Maximum** means the maximum amount of benefits to which you are annually entitled under the program for all covered services combined.

**Alcoholism** means a disorder characterized by a pathological pattern of alcohol use that causes a serious impairment in social or occupational functioning, also termed alcohol abuse or, if tolerance or withdrawal is present, alcohol dependence.

**Ambulance Transportation** means local transportation in a specially equipped certified vehicle from your home, scene of accident or medical emergency to a Hospital, between Hospital and Hospital, or Hospital to your home. If there are no facilities in the local area equipped to provide the care needed, Ambulance Transportation then means the transportation to the closest facility that can provide the necessary service.

**Ambulatory Surgical Facility** means a facility (other than a Hospital) whose primary function is the provision of surgical procedures on an ambulatory basis and which is duly licensed by the appropriate state and local authority to provide such services.

**Anesthesia Services** means the administration of anesthesia and the performance of related procedures by a Physician or a Certified Registered Nurse Anesthetist that may be legally rendered by them respectively.

**Authorized Administrator** means a company appointed by the Insurer to administer or deliver benefits listed in this Certificate

**Benefit Period** means the valid dates as shown in the Schedule of Benefits.

A **Calendar Year** is a 12-month period beginning each January 1 at 12:01 a.m. Eastern Time.

**Certificate** means this booklet, the Schedule of Benefits, including your application for coverage under the Insurer benefit program described in this booklet.

**Certificate of Credible Coverage** means a certificate disclosing information relating to your Creditable Coverage under a health care benefit program.

**Certified Nurse Midwife** means a nurse-midwife who (a) practices according to the standards of the appropriate local licensing authority; (b) has an arrangement or agreement with a Physician for obtaining medical consultation, collaboration and hospital referral and (c) meets the following qualifications:

1. is a graduate of an approved school of nursing and holds a current license as a registered nurse; and
2. is a graduate of a program of nurse-midwives accredited by the appropriate local licensing authority.

**Chemotherapy** means the treatment of malignant conditions by pharmaceutical and/or biological antineoplastic drugs.

**Chiropractor** means a duly licensed chiropractor.

**Claim** means notification in a form acceptable to the Insurer that a service has been rendered or furnished to you. This notification must include full details of the service received, including your name, age, sex, identification number, the name and address of the Provider, an itemized statement of the service rendered or furnished, the date of service, the diagnosis, the Claim Charge, and any other information which the Insurer may request in connection with services rendered to you.

**Claim Charge** means the amount which appears on a Claim as the Provider's charge for service rendered to you, without adjustment or reduction and regardless of any separate financial arrangement between a Plan or our Authorized Administrator and a particular Provider.

**Claim Payment** means the benefit payment calculated by the Insurer, after submission of a Claim, in accordance with the benefits described in this Certificate. All Claim Payments will be calculated on the basis of the Eligible Charge for Covered Services rendered to you, regardless of any separate financial arrangement between a Plan or our Authorized Administrator and a particular Provider.

**Clean Claim** means a claim that has no defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment.

**Clinical Laboratory** means a clinical laboratory that complies with the licensing and certification requirements under the applicable federal, state and local laws.

**COBRA** means those sections of the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272), as amended, which regulates the conditions and manner under which an employer can offer continuation of group health insurance to Eligible Persons whose coverage would otherwise terminate under the terms of this Certificate.

**Coinsurance** is the percentage of Covered Expenses the Insured Person is responsible for paying (after the applicable Deductible is satisfied and/or Copayment paid). **Coinsurance does not include charges for services that are not Covered Services or charges in excess of Covered Expenses. These charges are the Insured Person's responsibility and are not included in the Coinsurance calculation.**

**Coinsurance Maximum** is the amount of Coinsurance each Insured Person incurs for Covered Expenses in a Calendar Year. The Coinsurance **does not** include any amounts in excess of Covered Expenses, the Deductible and/or any Copayments, Prescription Drug Deductible and Copayments, any penalties, or any amounts in excess of other benefit limits of this Plan.

**Complications of Pregnancy** are conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from the pregnancy, but are adversely affected by the pregnancy, including, but not limited to acute nephritis, nephrosis, cardiac decompression, missed abortion, pre-eclampsia, intrauterine fetal growth retardation, and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible. Complications of Pregnancy do not include elective abortion, elective cesarean section, false labor, occasional spotting, morning sickness, physician prescribed rest during the period of pregnancy, hyperemesis gravidarium, and similar conditions associated with the management of a difficult pregnancy not constituting a distinct complication of pregnancy.

A **Continuing Hospital Confinement** means consecutive days of in-hospital service received as an inpatient, or successive confinements for the same diagnosis, when discharge from and readmission to the Hospital occurs within 24 hours.

**Coordinated Home Care** means an organized skilled patient care program in which care is provided in the home. Such home care may be rendered by a Hospital's duly licensed home health department or by other duly licensed home health agencies. You must be homebound (that is, unable to leave home without assistance and requiring supportive devices or special transportation) and you must require Skilled Nursing Service on an intermittent basis under the direction of your Physician. This program includes, among other things, Skilled Nursing Service by or under the direction of, a registered professional nurse, and the services of physical therapists, hospital laboratories, and necessary medical supplies. The program does not include and is not intended to provide benefits for Private Duty Nursing Service.

**Copayment** is the dollar amount of Covered Expenses the Insured Person is responsible for paying. **Copayment does not include charges for services that are not Covered Services or charges in excess of Covered Expenses.**

**Cosmetic and Reconstructive Surgery. Cosmetic Surgery** is performed to change the appearance of otherwise normal looking characteristics or features of the patient's body. A physical feature or characteristic is normal looking when the average person would consider that feature or characteristic to be within the range of usual variations of normal human appearance. **Reconstructive Surgery** is surgery to correct the appearance of abnormal looking features or characteristics of the body caused by birth defects, injury, tumors, or infection. A feature or characteristic of the body is abnormal looking when an average person would consider it to be outside the range of general variations of normal human appearance. **Note: Cosmetic Surgery does not become Reconstructive Surgery because of psychological or psychiatric reasons.**

**Country of Assignment** means the country for which the Eligible Participant has a valid passport and, if required, a visa, and in which he/she is working and/or residing.

**Course of Treatment** is a planned, structured, and organized sequence of treatment procedures based on an individualized evaluation to restore or improve health function, or to promote chemical free status. A Course of Treatment is complete when the patient has finished a series of treatments without a lapse in treatment or has been medically discharged. If the Insured Person begins a series of treatments, it will count as one course of treatment, reducing the available benefits, even if the patient fails to comply with the treatment program for a period of 30 days.

**Coverage Date** means the date on which your coverage under this Certificate begins.

**Covered Expenses** are the expenses incurred for Covered Services. **Covered Expenses** for Covered Services received from Participating Providers will not exceed the Negotiated Rate. **Covered Expenses** for Covered Services received from Non-Participating and Foreign Country Providers will not exceed Reasonable Charges. In addition, Covered Expenses may be limited by other specific maximums described in this Plan in the Overview Matrix, the Schedule of Benefits, under section IV, How the Plan Works and section V, Benefits - What the Plan Pays. Covered Expenses are subject to applicable Deductibles, penalties and other benefit limits. **An expense is incurred on the date the Insured Person receives the service or supply.**

**Covered Person** means the Insured, and any Eligible Dependents.

**Covered Services** are Medically Necessary services or supplies that are listed in the benefit sections of this Plan, and for which the Insured Person is entitled to receive benefits.

**Creditable Coverage** means coverage you had under any of the following:

1. A group health plan;
2. Health insurance coverage for medical care under any hospital or medical service policy or HMO contract offered by a health insurance issuer;
3. Medicare (Part A or B of Title XVIII of the Social Security Act);
4. Medicaid (Title XIX of the Social Security Act);
5. CHAMPUS (Title 10 U. S. C. Chapter 55);
6. The Indian Health Service or a tribal organization;
7. A State health benefits risk pool;
8. The Federal Employees Health Benefits Program;
9. A public health plan maintained by a State, county or other political subdivision of a State;
10. Section 5(e) of the Peace Corps Act.

**Custodial Care Service** means those services that do not require the technical skills or professional training of medical and/or nursing personnel in order to be safely and effectively performed. Examples of Custodial Care Service are: assistance with activities of daily living, administration of oral medications, assistance in walking, turning and positioning in bed, and acting as a companion or sitter. Custodial Care Service also means providing Inpatient service and supplies to you if you are not receiving Skilled Nursing Service on a continuous basis and/or you are not under a specific therapeutic program which has a reasonable expectancy of improving your condition within a reasonable period of time and which can only be safely and effectively administered to you as an Inpatient in the health care facility involved.

**Deductible** means the amount of Covered Expenses the Insured Person must pay for Covered Services before benefits are available to him/her under this Plan. The **Annual Deductible** is the amount of Covered Expenses the Eligible Participant must pay for each Insured Person before any benefits are available regardless of provider type.

**Dental Prosthesis** means prosthetic services including dentures, crowns, caps, bridges, clasps, habit appliances, partials, inlays and implants services, as well as all necessary treatments including laboratory and materials.

**Dentist** means a duly licensed dentist.

**Doctor of Acupuncture** means a person licensed to practice the art of healing known as acupuncture.

**Diagnostic Service** means tests rendered for the diagnosis of your symptoms and which are directed toward evaluation or progress of a condition, disease or injury. Such tests include, but are not limited to, x-ray, pathology services, clinical laboratory tests, pulmonary function studies, electrocardiograms, electroencephalograms, radioisotope tests, and electromyograms.

**Dialysis Facility** means a facility (other than a Hospital) whose primary function is the treatment and/ or provision of maintenance and/or training dialysis on an ambulatory basis for renal dialysis patients and which is duly licensed by the appropriate governmental authority to provide such services.

**Drug Abuse** means any pattern of pathological use of a drug that causes impairment in social or occupational functioning, or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

**Early Intervention Services** means, but is not limited to, speech and language therapy, occupational therapy, physical therapy, evaluation, case management, nutrition, service plan development and review, nursing services, and assistive technology services and devices for dependents from birth to age three who are certified by the by the Department of Human Services as eligible for services under Part C of the Individuals with Disabilities Education Act.

The **Effective Date of the Policy** is the date that the Group's or Trust's Policy became active with the Insurer.

The **Effective Date of Coverage** is the date on which coverage under this Plan begins for the Eligible Participant and any other Insured Person.

**Eligible Charge** means (a) in the case of a Provider other than a Professional Provider which has a written agreement with a Plan and/or our Authorized Administrator to provide care to you at the time Covered Services are rendered, such Provider's Claim Charge for Covered Services and (b) in the case of a Provider other than a Professional Provider which does not have a written agreement with a Plan and/or our Authorized Administrator to provide care to you at the time Covered Services are rendered, either of the following charges for Covered Services as determined at the discretion of a Plan and/or our Authorized Administrator:

1. the charge which the particular Hospital or facility usually charges its patients for Covered Services, or
2. the charge which is within the range of charges other similar Hospitals or facilities in similar geographic areas charge their patients for the same or similar services, as reasonably determined by a Plan and/or our Authorized Administrator.

**Eligible Dependent** (See 'Eligibility Rules' in Section II of this Plan)

**Eligible Participant** (See 'Eligibility Rules' in Section II of this Plan)

**Eligible Person** means an employee of the Group who meets the eligibility requirements for this health and/or dental and/or medical evacuation and repatriation coverage, as described in the Eligibility Section of this Certificate.

**Emergency** (See Emergency Medical Care)

**Emergency Accident Care** means the initial Outpatient treatment of accidental injuries including related Diagnostic Service.

**Emergency Medical Care** means services provided for the initial Outpatient treatment, including related Diagnostic Services, of a medical condition displaying itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, which possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention could result in:

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.

Examples of symptoms that may indicate the presence of an emergency medical condition include, but are not limited to, difficulty breathing, severe chest pains, convulsions or persistent severe abdominal pains.

**Emergency Mental Illness Admission** means an admission for the treatment of Mental Illness as a result of the sudden and unexpected onset of a mental condition that the absence of immediate medical treatment would likely result in serious and permanent medical consequences to oneself or others.

**Experimental / Investigational** means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice; and any of those items requiring federal or other governmental agency approval not received at the time services are rendered. The Insurer will make the final determination as to what is experimental or investigational.

**Facility** means an institution providing health care services or a health care setting, including but not limited to hospitals and other licensed inpatient centers, ambulatory surgical or treatment centers, skilled nursing centers, residential treatment centers, diagnostic, laboratory and imaging centers, and rehabilitation and other therapeutic health settings.

**Family Coverage** means coverage for you and your eligible dependent(s) under this Certificate.

**Foreign Country** is any country that is not the Insured Person's Home Country.

**Foreign Country Provider** is any institutional or professional provider of medical or psychiatric treatment or care who practices in a country outside the United States of America. A Foreign Country Provider may also be a supplier of medical equipment, drugs, or medications. Worldwide Insurance Services provides Insured Persons with access to a database of Foreign Country Providers with whom it has made arrangements for accepting assignment of benefits and direct payments of Covered Expenses on behalf of the Insured Person.

**Group** refers to the business entity to which the Insurer has issued the Policy.

**Group Administrator** means the administrator assigned by your Group to respond to your inquiries about this coverage. The Group Administrator is not the agent of the Insurer.

**Group Health Insurance Coverage** means, in connection with a group health plan, health insurance coverage offered in connection with such plan.

**Group health plan** means an employee welfare benefit plan as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974 to the extent that the plan provides medical care, as defined, and including items and services paid for as medical care to employees, including both current and former employees, or their dependents as defined under the terms of the plan directly or through insurance, reimbursement, or otherwise.

1. "Group health plan" means a policy, contract, certificate or agreement offered by a carrier to provide, deliver, arrange for, pay for or reimburse any of the costs of health care services.
2. "Group health plan" includes short-term and catastrophic health insurance policies, and a policy that pays on a cost-incurred basis, except as otherwise specifically exempted in this definition.
3. "Group health plan" does not include:
  - a. Coverage only for accident, or disability income insurance, or any combination thereof;
  - b. Coverage issued as a supplement to liability insurance;
  - c. Liability insurance, including general liability insurance and automobile liability insurance;
  - d. Workers' compensation or similar insurance;
  - e. Automobile medical payment insurance;
  - f. Credit-only insurance;
  - g. Coverage for on-site medical clinics; and
  - h. Other similar insurance coverage, specified in federal regulations issued pursuant to Pub. L. No. 104-191, under which benefits for medical care are secondary or incidental to other insurance benefits.
4. "Group health plan" shall not include the following benefits if they are provided under a separate policy, certificate or contract of insurance or are otherwise not an integral part of the plan:
  - a. Limited scope dental or vision benefits;
  - b. Benefits for long-term care, nursing home care, home health care, community-based care, or any combination thereof; or
  - c. Other similar, limited benefits specified in federal regulations issued pursuant to Pub. L. No. 104-191.
5. "Group health plan" shall not include the following benefits if the benefits are provided under a separate policy, certificate or contract of insurance, there is no coordination between the provision of the benefits and any exclusion of benefits under any group health plan maintained by the same plan sponsor, and the benefits are paid with respect to an event without regard to whether benefits are provided with respect to such an event under any group health plan maintained by the same plan sponsor:
  - a. Coverage only for a specified disease or illness; or
  - b. Hospital indemnity or other fixed indemnity insurance.
6. "Group health plan" shall not include the following if offered as a separate policy, certificate or contract of insurance:
  - a. Medicare supplemental health insurance as defined under Section 1882(g)(1) of the Social Security Act;
  - b. Coverage supplemental to the coverage provided under Chapter 55 of Title 10, United States Code (Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)); or
  - c. Similar supplemental coverage provided to coverage under a group health plan.

**Group Policy or Policy** means the agreement between the Insurer and the Group, any riders, this Certificate, the Schedule of Benefits, the Benefit Program Application and any employee application form of the persons covered under the Policy.

**Hearing Aids** means any non-experimental, wearable instrument or device designed for the ear and offered for the purpose of aiding or compensating for impaired human hearing, but excluding batteries, cords, and other assistive listening devices, including, but not limited to FM systems.

**Home Country** means the Insured Person's country of domicile named on the enrollment form or the roster, as applicable. However, the Home Country of an Eligible Dependent who is a child is the same as that of the Eligible Participant.

**Home Health Agencies and Visiting Nurse Associations** are home health care providers that are licensed according to state and local laws to provide skilled nursing and other services on a visiting basis in the Eligible Participant's home. They must be approved as home health care providers under Medicare and the Joint Commission on Accreditation of Health Care Organizations, or the local/national authority if outside the United States.

**Home Infusion Therapy Provider** is a provider licensed according to state and local laws as a pharmacy, and must be either certified as a home health care provider by Medicare, or accredited as a home pharmacy by the Joint Commission on Accreditation of Health Care Organizations, or the local/national authority if outside the United States.

**Hospices** are providers that are licensed according to state and local laws to provide skilled nursing and other services to support and care for persons experiencing the final phases of terminal illness. They must be approved as a hospice provider under Medicare and the Joint Commission on Accreditation of Health Care Organizations or the local/national authority if outside the United States.

**Hospital** means any establishment that is licensed in the country where it operates and where the medical practitioner permanently supervises the patient. The following establishments are not considered as hospitals: rest and nursing homes, spas, cure-centers, and health resorts.

An **Illness** is a sickness, disease, or condition of an Insured Person, which first manifests itself after the Insured Person's Effective Date.

**Individual Coverage** means coverage under this Certificate for yourself but not your spouse and/or dependents.

**Infertility** means the condition of an otherwise presumably healthy individual who is unable to conceive or produce conception during a period of one year.

**Infusion Therapy** is the administration of Drugs (prescription substances), by the intravenous (into a vein), intramuscular (into a muscle), subcutaneous (under the skin), and intrathecal (into the spinal canal) routes. For the purpose of this Plan, it shall also include drugs administered by aerosol (into the lungs) and by feeding tube.

**Initial Eligibility Date** is the Effective Date for a participant who becomes eligible after the Effective Date of the Policy.

**Initial Enrollment Period** is the 31 day period during which an Eligible Employee or Eligible Dependent first qualifies to enroll for coverage, as described in the 'Who is Eligible for Coverage' section of this Plan.

**Injury** (See Accidental Injury)

**Inpatient** means that you are a registered bed patient and are treated as such in a health care facility.

**Insurance Coverage Area** is the primary geographical region in which coverage is provided to the Insured Person.

**Insured Dependents** are members of the Eligible Participant's family who are eligible and have been accepted by the Insurer under this Plan.

**Insured Participant** is the Eligible Participant whose application has been accepted by the Insurer for coverage under this Plan.

**Insured Person** means both the Insured Participant and all other Insured Dependents who are covered under this Plan.

**The Insurer** means 4 Ever Life Insurance Company that is a nationally licensed and regulated insurance company.

**Investigative Procedures** (See Experimental/Investigational).

**Investigational or Investigational Services and Supplies** means procedures, drugs, devices, services and/or supplies which (1) are provided or performed in special settings for research purposes or under a controlled environment and which are being studied for safety, efficiency and effectiveness, and/or (2) are awaiting endorsement by the appropriate government agency for general use by the medical community at the time they are rendered to you, and (3) specifically with regard to drugs, combination of drugs and/or devices, are not finally approved by the appropriate government agency at the time used or administered to you.

A **Late Enrollee** means any Eligible Participant or Eligible Dependent who submits his/her written application after the expiration of the Initial Enrollment Period or the Special Enrollment Period.

**Maintenance Occupational Therapy, Maintenance Physical Therapy, and/or Maintenance Speech Therapy** means therapy administered to you to maintain a level of function at which no demonstrable and measurable improvement of a condition will occur.

**Maternity Service** means the services rendered for normal pregnancy. A normal pregnancy means an intrauterine pregnancy that, through vaginal delivery, results in an infant, who weighs 5 pounds or more.

**Maximum Allowance** means the amount determined by a Plan that Professional Providers have agreed to accept as payment in full for a particular Covered Service. All benefit payments for Covered Services rendered by Professional Providers in the United States of America will be based on the Schedule of Maximum Allowances. A Plan may amend these amounts from time to time.

**Medical care** means:

1. The diagnosis, care, mitigation, treatment or prevention of disease, or amounts paid for the purpose of affecting any structure or function of the body;
2. Transportation primarily for and essential to medical care referred to in Paragraph (1).

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury based on generally accepted current medical practice. A service or supply will not be considered as Medically Necessary if:

1. it is provided only as a convenience to the Covered Person or provider;
2. it is not the appropriate treatment for the Covered Person's diagnosis or symptoms;
3. it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment.

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

**Mental Illness** means those illnesses classified as disorders in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association that is current as of the date services are rendered to a patient, or as approved by the Authorized Administrator.

**Negotiated Rate** is the rate of payment that the Insurer has negotiated with a Participating Provider for Covered Services.

**Network** means the group of participating providers providing services to a managed care plan

A **Newborn** is a recently born infant within 31 days of birth.

**Non-Participating Hospital** (out of network) is a Hospital that has not entered into a Participating Hospital agreement with the Insurer at the time services are rendered.

A **Non-Participating Physician** (out of network) is a Physician who does not have a Participating Provider agreement in effect with the Insurer at the time services are rendered.

**Non-Participating Provider** (out of network) is a provider who does not have a Participating Provider agreement in effect with the Insurer at the time services are rendered.

**Non-U.S. Resident** means an expatriate who is a U.S. Citizen or third country national residing outside of the United States.

**Nursing at Home** means physician prescribed Skilled Nursing Service at your residence immediately after or instead of inpatient or outpatient care treatment.

**Nursing at Home Care Program** means an organized skilled patient care program in which care is provided in the home. Such home care may be rendered by a Hospital's duly licensed home health department or by other duly licensed home health agencies. You must be homebound (that is, unable to leave home without assistance and requiring supportive devices or special transportation) and you must require Skilled Nursing Service on an intermittent basis under the direction of your Physician. This program includes, among other things, Skilled Nursing Service by or under the direction of, a registered professional nurse, and the services of physical therapists, hospital laboratories, and necessary medical supplies. The program does not include and is not intended to provide benefits for Private Duty Nursing Service.

**Occupational Therapist** means a duly licensed occupational therapist.

**Occupational Therapy** means constructive therapeutic activity designed and adapted to promote the restoration of useful physical function. Occupational Therapy does not include educational training or services designed and adapted to develop a physical function.

**Office Visit** means a visit by the Insured Person, who is the patient, to the office of a Physician during which one or more of only the following three specific services are provided:

1. History (gathering of information on an Illness or Injury).
2. Examination.
3. Medical Decision Making (the Physician's diagnosis and Plan of treatment).

This does not include other services (e.g. X-rays or lab services) even if performed on the same day.

**Optometrist** means a duly licensed optometrist.

**Other Plan** is an insurance plan other than this plan that provides medical, repatriation of remains, and/or medical evacuation benefits for the Insured Person.

**Outpatient** means that you are receiving treatment while not an Inpatient. Services considered Outpatient, include, but are not limited to, services in an emergency room regardless of whether you are subsequently registered as an Inpatient in a health care facility.

**Partial Hospitalization Treatment Program** means a planned program of a Hospital or Substance Abuse Treatment Facility for the treatment of Mental Illness or Substance Abuse Rehabilitation Treatment in which patients spend days or nights.

A **Participating Hospital** (in network) is a Hospital that has a Participating Hospital agreement in effect with the Insurer at the time services are rendered. Participating Hospitals agree to accept the Negotiated Rate as payment in full for Covered Expenses.

**Participating Physician** (in network) is a Physician who has a Participating Physician agreement in effect with the Insurer at the time services are rendered. Participating Physicians agree to accept the Negotiated Rate as payment in full for Covered Services.

A **Participating Provider** (in network) is a Participating Physician, hospital, or other health care provider that has a Participating Provider agreement in effect with the Insurer at the time services are rendered. Participating Providers agree to accept the Negotiated Rate as payment in full for Covered Expenses.

**Pediatric Preventative Care** means those services recommended by the Committee on Practice and Ambulatory Medicine of the American Academy of Pediatrics when delivered, supervised, prescribed, or recommended by a physician and rendered to a child.

**Physical and/or Occupational Therapy/Medicine** is the therapeutic use of physical agents other than drugs. It comprises the use of physical, chemical and other properties of heat, light, water, electricity, massage, exercise, spinal manipulation and radiation.

**Physical Therapist** means a duly licensed physical therapist.

**Physical Therapy** means the treatment of a disease, injury or condition by physical means by a Physician or a registered professional physical therapist under the supervision of a Physician and which is designed and adapted to promote the restoration of a useful physical function. Physical Therapy does not include educational training or services designed and adapted to develop a physical function.

**Physician or Doctor** means a general practitioner or specialist who is licensed under the law of the country, in which treatment is given, to practice medicine and is practicing within the license limits.

**Plan** is the set of benefits described in the Certificate of Coverage booklet and in the amendments to this booklet (if any). This Plan is subject to the terms and conditions of the Policy the Insurer has issued to the Group. If changes are made to the Policy or Plan, an amendment or revised booklet will be issued to the Group for distribution to each Insured Participant affected by the change.

**Podiatrist** means a duly licensed podiatrist.

**Policy** is the Group Policy the Insurer has issued to the Group.

**Preexisting Condition** means any disease, illness, sickness, malady or condition which was diagnosed or treated by a legally qualified physician prior to the effective date of coverage with consultation, advice or treatment by a legally qualified physician occurring within 6 months prior to the Coverage Date for the insured.

A **Primary Plan** is a Group Health Benefit Plan, an individual health benefit plan, or a governmental health plan designed to be the first payor of claims for an Insured Person prior to the responsibility of this Plan.

**Private Duty Nursing Service** means Skilled Nursing Service provided on a one-to-one basis by an actively practicing registered nurse or licensed practical nurse that is not providing this service as an employee or agent of a Hospital or other health care facility. Private Duty Nursing Service does not include Custodial Care Service.

**Provider or Professional Provider** means any health care facility (for example, a Hospital) or person (for example, a Physician, Dentist, Podiatrist, Psychologist, or Chiropractor) or entity duly licensed to render Covered Services to you.

**Psychologist** means a Registered Clinical Psychologist.

A **Reasonable Charge**, as determined by the Insurer, is the amount it will consider for a Covered Expense with respect to charges made by a Physician, facility or other supplier for Covered Services. In determining whether a charge is Reasonable, the Insurer will consider all of the following factors:

1. The actual charge.
2. Specialty training, work value factors, practice costs, regional geographic factors and inflation factors.
3. The amount charged for the same or comparable services or supplies in the same region or in other parts of the country.
4. Consideration of new procedures, services or supplies in comparison to commonly used procedures, services or supplies.
5. The Average Wholesale Price for Pharmaceuticals.

**Reconstructive Surgery** (See Cosmetic and Reconstructive Surgery)

**Registered Clinical Psychologist** means a Clinical Psychologist who is registered with a department of professional regulation or, in a state or country where statutory licensure exists, the Clinical Psychologist must hold a valid credential for such practice or, if practicing in a state or country where statutory licensure does not exist, such person must meet the qualifications specified in the definition of a Clinical Psychologist.

**Clinical Psychologist** means a psychologist who specializes in the evaluation and treatment of Mental Illness and who meets the following qualifications:

1. has a doctoral degree from a regionally accredited University, College or Professional School; and has two years of supervised experience in health services of which at least one year is post-doctoral and one year is in an organized health services program; or
2. is a Registered Clinical Psychologist with a graduate degree from a regionally accredited University or College; and has not less than six years as a psychologist with at least two years of supervised experience in health services.

**Renal Dialysis Treatment** means one unit of service including the equipment, supplies and administrative service that are customarily considered as necessary to perform the dialysis process.

**Schedule of Benefits** means the document attached to the Certificate showing the coverage and benefit amounts provided under your Group Policy.

**Serious Mental Illness** means the following biologically-based mental disorders as classified in the current *Diagnostic and Statistical Manual* published by the American Psychiatric Association:

1. schizophrenia;
2. bipolar disorder;
3. obsessive-compulsive disorder;
4. major depressive disorder;
5. panic disorder;
6. anorexia nervosa;
7. bulimia nervosa;
8. schizo-affective disorder;
9. delusional disorder;

The Insurer's **Service Area** is any place that is within twenty-five (25) miles of a Participating Provider.

**Skilled Nursing Facility** means an institution or a distinct part of an institution which is primarily engaged in providing comprehensive skilled services and rehabilitative inpatient care and is duly licensed by the appropriate governmental authority to provide such services. This definition **excludes** any home, facility or part thereof used primarily for rest; a home or facility primarily for the aged or for the care of drug addicts or alcoholics; a home or facility primarily used for the care and treatment of tuberculosis, mental diseases or disorders or custodial or education care.

**Skilled Nursing Service** means those services provided by a registered nurse (R.N.) or licensed practical nurse (L.P.N.) which require the technical skills and professional training of an R.N. or L.P.N. and which cannot be reasonably taught to a person who does not have specialized skill and professional training.

**Special Care Units** are special areas of a Hospital that have highly skilled personnel and special equipment for acute conditions that require constant treatment and observation.

**Special Enrollment Period** is the 31-day period during which an Eligible Participant or Eligible Dependent qualifies to enroll for coverage, as described in the "Who is Eligible for Coverage" section of this Plan.

**Speech Therapist** means a duly licensed speech therapist.

**Speech Therapy** means the treatment for the correction of a speech impairment resulting from disease, trauma, congenital anomalies, previous therapeutic processes, psycho-social speech delay, behavioral problems, attention disorder, conceptual handicap or mental retardation and which is designed and adapted to promote the restoration of a useful physical function.

**Substance Abuse** means the uncontrollable or excessive abuse of addictive substances consisting of alcohol, morphine, cocaine, heroin, opium, cannabis, and other barbiturates, amphetamines, tranquilizers and/or hallucinogens, and the resultant physiological and/or psychological dependency that develops with continued use of such addictive substances requiring Medical Care as determined by a Physician or Psychologist.

**Substance Abuse Rehabilitation Treatment** means an organized, intensive, structured, rehabilitative treatment program of either a Hospital or Substance Abuse Treatment Facility. It does not include programs consisting primarily of counseling by individuals other than a Physician, Psychologist, or Clinical Professional Counselor, court ordered evaluations, programs which are primarily for diagnostic evaluations, mental retardation or learning disabilities, care in lieu of detention or correctional placement or family retreats.

**Substance Abuse Treatment Facility** means a facility (other than a Hospital) whose primary function is the treatment of Substance Abuse and is licensed by the appropriate state and local authority to provide such service. It does not include half-way houses, boarding houses or other facilities that provide primarily a supportive environment.

**Surgery** means the performance of any medically recognized, non-investigational surgical procedure including specialized instrumentation and the correction of fractures or complete dislocations and any other procedures as reasonably approved by our Authorized Administrator.

**Temporomandibular Joint Dysfunction & Related Disorders** means jaw joint conditions including temporomandibular joint disorders and craniomandibular disorders, and all other conditions of the joint linking the jaw bone and skull and the complex of muscles, nerves and other tissues relating to that joint.

**Totally Disabled** means with respect to an Eligible Person, an inability by reason of illness, injury or physical condition to perform the material duties of any occupation for which the Eligible Person is or becomes qualified by reason of experience, education or training or with respect to a covered person other than an Eligible Person, the inability by reason of illness, injury or physical condition to engage in the normal activities of a person of the same age and sex who is in good health.

**Usual & Customary (or U&C) Fee** means the fee as reasonably determined by a Plan and/or our Authorized Administrator, which is based on the fee which the Physician, Dentist, Podiatrist, Psychologist, Clinical Social Worker, Chiropractor, or Optometrist ("Professional Provider") who renders the particular services usually charges his patients for the same service and the fee which is within the range of usual fees other Physicians, Dentists, Podiatrists, Psychologists, Clinical Social Workers, Chiropractors, or Optometrists ("Professional Providers") of similar training and experience in a similar geographic area charge their patients for the same service, under similar or comparable circumstances.

However, if a Plan and/or our Authorized Administrator reasonably determine that the Usual and Customary Fee for a particular service is unreasonable because of extenuating or unusual circumstances, the Usual and Customary Fee for such service shall mean the reasonable fee as reasonably determined by a Plan and/or our Authorized Administrator.

**U.S.** means the United States of America, including Puerto Rico and the US Virgin Islands.

## IV. How the Plan Works

---

The Insured Person's Plan pays a portion of his/her Covered Expenses after he/she meets his/her Deductible each Calendar Year. This section describes the Deductible and Copayments and discusses steps he/she should take to ensure that he/she receives the highest level of benefits available to him/her under this Plan. See Definitions (Section III) for a definition of Covered Expenses and Covered Services.

The benefits described in the following sections are provided for Covered Expenses incurred by the Insured Person while covered under this Plan. An expense is incurred on the date the Insured Person receives the service or supply for which the charge is made. These benefits are subject to all provisions of this Plan, which may limit benefits or result in benefits not being payable.

Either the Insured Person or the provider of service must claim benefits by sending the Insurer properly completed claim forms itemizing the services or supplies received and the charges.

### Benefits

This Benefits section shows the maximum Covered Expense for each type of provider.

No benefits are payable unless the Insured Person's coverage is in force at the time services are rendered, and the payment of benefits is subject to all the terms, conditions, limitations and exclusions of this Plan.

### Participating Hospitals, Participating Physicians and Other Participating Providers

Covered Expenses for Participating Providers are based on the Insurer's Negotiated Rate. Participating Providers have agreed **NOT** to charge the Eligible Participant and the Insurer more than the Insurer's Negotiated Rates. In addition, Participating Providers will file claims with the Insurer for the Eligible Participant.

### Non-Participating Hospitals, Non-Participating Physicians, and Other Non-Participating Providers

The amount that will be treated as a Covered Expense for services provided by a Non-Participating Provider will not exceed the lesser of actual billed charges, eligible billed charges as outlined in the Hospital's Service Item Master Manual, or a Reasonable Charge as determined by the Insurer.

### Hospitals, Physicians, and Other Providers

The amount that will be treated as a Covered Expense for services provided by a Provider will not exceed the lesser of actual billed charges, eligible billed charges as outlined in the Hospital's Service Item Master Manual, or a Reasonable Charge as determined by the Insurer.

**Exception:** If Medicare is the primary payer, Covered Expense does not include any charge:

1. By a Hospital in excess of the approved amount as determined by Medicare; or
2. By a Physician or other provider, in excess of the lesser of the maximum Covered Expense stated above; or
  - a. For providers who accept Medicare assignment, the approved amount as determined by Medicare; or
  - b. For providers who do not accept Medicare assignment, the limiting charge as determined by Medicare.

The Insured Person will always be responsible for any expense incurred which is not covered under this Plan.

### Special Circumstances

Covered Expenses for the services of a Non-Participating Provider will be paid according to the in-network benefit schedule **only**:

1. When the services are not available through Participating Providers; or
2. When the services are for a Medical Emergency with benefits provided as follows:

#### Hospital

Initial services for a Medical Emergency will be paid at in-network benefit levels. Thereafter, payment will be reduced to out of network levels if the Insured Person is not transferred to a Participating Hospital as soon as his or her medical condition permits.

#### Physician or other provider

Covered Expense will be paid at in-network benefit levels for initial care for a Medical Emergency.

### Deductibles

Deductibles are prescribed amounts of Covered Expenses the Eligible Participant must pay before benefits are available. The Annual Deductible applies to all Covered Expenses, except those Office Visits for which a Copayment is required. A complete description of each Deductible follows. Only Covered Expenses are applied to any Deductible. Any expenses the Insured Person incurs in addition to Covered Expenses are never applied to any Deductible.

Deductibles will be credited on the Insurer's files in the order in which the Insured Person's claims are processed, not necessarily in the order in which he/she receives the service or supply.

If the Insured Person submits a claim for services which have a maximum payment limit and his/her Annual Deductible is not satisfied, the Insurer will only apply the allowed per visit, per day, or per event amount (whichever applies) toward any applicable Deductible.

### **Annual Deductible**

The Insured Person's Annual Deductible is stated in the Overview Matrix per Insured Person per Calendar Year. This Deductible is the amount of Covered Expenses the Insured Participant and other Insured Persons must pay for **any** Covered Services incurred for services received from either Participating or Non-Participating Providers each Calendar Year before any benefits are available. The Annual Deductible does not apply to those Office Visits for which a Copayment is required. Annual maximum Deductibles (if any) for the Insured Eligible Participant and his/her Eligible Dependents is stated in the Overview Matrix.

### **Coinsurance Maximums**

The Coinsurance Maximum is the amount of Copayment each Insured Person incurs for Covered Expenses in a Calendar Year. The Coinsurance Maximum **does not** include any amounts in excess of Covered Expenses, Prescription Drug Deductible or Copayments, Annual Deductible, amounts applied to any penalties, or any amounts in excess of other benefit limits of this Plan.

The **in network** (Participating Providers) Coinsurance Maximum per Insured Person per Calendar Year is as stated in the Overview Matrix.

The **out-of-network** (Non-Participating Providers) Coinsurance Maximum per Insured Person per Calendar Year is as stated in the Overview Matrix.

Once the **in network** (Participating Providers) Coinsurance Maximum is met, the Insurer will pay the percentage of Reasonable Charges for Non-Participating Providers for the remainder of the Calendar Year as stated in the Overview Matrix.

Once the **out of network** (Non-Participating Provider) Coinsurance Maximum is met, the Insurer will pay the percentage of Reasonable Charges for Non-Participating Providers for the remainder of the Calendar Year as stated in the Overview Matrix.

In addition, if an Insured Participant has any Insured Dependents, once the Insured Participant and the Insured Dependents reach a the combined total of Coinsurance expenses from a Participating Provider (**in network**) as stated in the Overview Matrix, the Insurer will pay the percentage of the Negotiated Rate for Participating Providers for the remainder of the Calendar Year as stated in the Overview Matrix.

### **Plan Payment**

**After the Insured Participant satisfies any required Deductible**, payment of Covered Expenses is provided as defined below:

#### **First Level Payment**

Until an Insured Person satisfies his/her in network or out of network Coinsurance Maximum in a Calendar Year, the Insurer pays:

1. The balance of the Covered Expense after the Insured Person pays the Copayment for Office Visits to Participating Providers as stated in the Overview Matrix. The number of visits per Calendar Year for which the Insurer will pay is limited as stated in the Overview Matrix.
2. The percentage of Covered Expenses as stated in the Overview Matrix for routine pap smears and annual mammograms obtained from either a Participating or Non-Participating Provider.
3. The percentage of Covered Expense for Office Visits to Non-Participating Providers as stated in the Overview Matrix.
4. The percentage of Covered Expense for all other Covered Services obtained from a Participating Provider as stated in the Overview Matrix. The Insured Person pays the balance of the Covered Expense. Participating Providers will not charge more than the Negotiated Rate.
5. The percentage of Covered Expense for all other Covered Services obtained from a Non-Participating Provider. The Insured Person pays the balance of the Covered Expense, plus any amount in excess of the Covered Expense.

#### **Second Level Payment**

Once an Insured Person satisfies his/her in network (Participating Provider) Coinsurance Maximum in a Calendar Year, the Insurer pays:

1. The percentage of the Negotiated Rate as stated in the Overview Matrix for all other Covered Expenses obtained from a Participating Provider.
2. The percentage of the Reasonable Charge as stated in the Overview Matrix for Covered Expenses for routine pap smears and annual mammograms obtained from a Non-Participating Provider.
3. The percentage of the Reasonable Charges as stated in the Overview Matrix for all other Covered Expenses obtained from a Non-Participating Provider.

**Please note any additional limits on the maximum amount of Covered Expenses in the Schedule of Benefits and the discussions of each specific benefit.**

## V. Benefits: What the Plan Pays

---

Before this Participating Provider Plan pays for any benefits, the Insured Person must satisfy his/her Annual Deductible and any Other Deductibles that may apply. After the Eligible Participant satisfies the appropriate Deductibles, the Insurer will begin paying for Covered Services as described in this section.

The benefits described in this section will be paid for Covered Expenses incurred on the date the Insured Person receives the service or supply for which the charge is made. These benefits are subject to all terms, conditions, exclusions, and limitations of this Plan. All services are paid at percentages indicated and subject to limits outlined in the Overview Matrix and the Schedule of Benefits.

Following is a general description of the supplies and services for which the Insured Person's Participating Provider Plan will pay benefits, if such supplies and services are Medically Necessary. Whenever the term "you or your" is used, it is meant to mean all eligible Insured Person's as described in described under the Eligibility Section of this document.

### Preventive Care Services

Benefits will be provided for preventive care services rendered to an Insured Person, even though they are not ill. Services described below received while outside the United States or inside the United States at an in-network provider will not be subject to a deductible, co-payment or co-insurance. Benefits will be limited to the following services:

#### Coverage for Preventative Items and Services

1. Except as otherwise provided in Subsection 2 below, evidence-based items or services that have in effect a rating of A or B in the recommendations of the United States Preventive Services Task Force as of September 23, 2010 with respect to the individual involved:
  - a. Immunizations for routine use in children, adolescents and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved. For purposes of this paragraph, a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention is considered in effect after it has been adopted by the Director of the Centers for Disease Control and Prevention, and a recommendation is considered to be for routine use if it is listed on the Immunization Schedules of the Centers for Disease Control and Prevention;
  - b. With respect to infants, children and adolescents, evidence-informed preventive care, and screenings, including hearing loss screenings, provided for in comprehensive guidelines supported by the Health Resources and Services Administration; and
  - c. With respect to women, to the extent not described in Subsection 1.a., evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
2. The Insurer is not required to provide coverage for any items or services specified in any recommendation or guideline described in Subsection 1 after the recommendation or guideline is no longer described in Subsection 1.
  - a. The Insurer will give sixty (60) days advance notice to the Eligible Participant before any material modification to the services in Subsection 1 become effective.

**Additional Benefits Provided:** Benefits will be limited to the following services:

#### Diabetes Self-Management Training and Education

Benefits will be provided for Outpatient self-management training, education and medical nutrition therapy. Benefits will be provided if these services are rendered by a Physician, or duly certified, registered or licensed health care professional with expertise in diabetes management.

Coverage under this Section is provided for medically necessary visits to a qualified provider upon initial diagnosis of diabetes.

Coverage is also provided for medically necessary visits to a qualified provider upon a determination by a patient's physician that a significant change in the symptoms of the medical condition has occurred.

A "significant change" in condition means symptomatic hyperglycemia (greater than 250 mg/dl on repeated occasions), severe hypoglycemia (requiring the assistance of another person), onset or progression of diabetes, or a significant change in medical condition that would require a significantly different treatment regimen.

#### Diabetes Treatment

Benefits are also available for diabetes equipment and supplies approved by the Food and Drug Administration, oral agents for controlling blood sugar, therapeutic/ molded shoes for the prevention of amputation and regular foot care examinations by a Physician or Podiatrist.

#### Pap Smear Test

Benefits will be provided for an annual routine cervical smear or Pap smear test for females aged 18 and older.

### **Mammograms**

1. a baseline mammogram for asymptomatic women age 35 to 39 inclusive;
2. a mammogram for women age 40 to 49, inclusive, every two years or more frequently based on the recommendation of the patient's Physician;
3. a mammogram every year for asymptomatic women age 50 and over; and
4. a mammogram any woman, upon the recommendation of a Physician, where such woman, her mother or her sister has a prior history of breast cancer..

**Prostate Test and Digital Rectal Examination** Benefits will be provided for routine prostate-specific antigen tests and digital rectal examinations in accordance with American Cancer Society guidelines.

**Osteoporosis Screening:** Benefits will be provided for diagnosis, treatment and appropriate management of osteoporosis when such services are provided by a Physician, for Covered Persons with a condition or medical history for which bone mass measurement is medically indicated for such individual. In determining whether testing or treatment is medically appropriate, due consideration shall be given to peer reviewed medical literature.

### **Colorectal Cancer Screening**

Benefits will be provided for colorectal cancer screening for persons 50 years of age or older. Screening includes:

1. An annual fecal occult blood tests (3 specimens).
2. A flexible sigmoidoscopy every 5 years.
3. A colonoscopy every 10 years.
4. A double contrast barium enema every 5 years.

In addition, benefits will be provided for people who are considered to be high risk for colon cancer because of:

1. Family history of familial adenomatous polyposis;
2. Family history of hereditary nonpolyposis colon cancer;
3. Chronic inflammatory bowel disease;
4. Family history of breast, ovarian, endometrial, colon cancer or polyps; or
5. A background, ethnicity or lifestyle is determined to be at elevated risk.

### **Travel Vaccinations/Immunizations**

Recommended travel vaccinations/immunizations not covered under the Preventative Care Services above are covered according to the limits stated in the Schedule of Benefits.

## **Services Provided by a Physician**

### **Surgery**

Benefits are available for Surgery performed by a Physician or Dentist. However, for services performed by a Dentist, benefits are limited to those surgical procedures which may be legally rendered by them and which would be payable under the Certificate had they been performed by a Physician. Benefits for oral Surgery are limited to the following services:

1. excisions of tumors or cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
2. surgical procedures to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
3. excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses); treatment of fractures of facial bone; external incision and drainage of cellulitis; incision of accessory sinuses, salivary glands or ducts; reduction of dislocation of, or excision of, the temporomandibular joints.

The following services are also part of your surgical benefits:

1. Anesthesia Services – if administered at the same time as a covered surgical procedure in a Hospital or Ambulatory Surgical Facility or by a Physician other than the operating surgeon or by a CRNA. However, 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 Facility.
2. Assistant Surgeon – that is, a Physician, Dentist or Podiatrist who assists the operating surgeon in performing covered Surgery but only if a Hospital intern or resident is not available for such assistance.

Benefits for Surgery will be provided at the percent level shown in the Schedule of Benefits.

### **Additional Surgical Opinion**

Your coverage includes benefits for an additional surgical opinion following a recommendation for elective Surgery. Your benefits will be limited to one consultation and related Diagnostic Service by a Physician. Benefits for an additional surgical opinion consultation and related Diagnostic Service will be provided at the percentage of the Claim Charge as shown in the Schedule of Benefits. If you request, benefits will be provided for an additional consultation when the need for Surgery, in your opinion, is not resolved by the first arranged consultation.

Benefits for Additional Surgical Opinion will be provided at the percent level shown in the Schedule of Benefits.

**Second Opinion for Cancer Diagnosis:**

Each Physician notifying a Covered Person of a newly diagnosed cancer shall inform Covered Person that he or she has the right to a referral for a second opinion by an appropriate board-certified specialist prior to any treatment. If no specialist in that specific cancer diagnosis area is in the Provider Network, a referral shall be made to a non-network specialist.

**Medical Care**

Benefits are available for Medical Care visits when:

1. you are an Inpatient in a Hospital or Substance Abuse Treatment Facility; or
2. you are a patient in a Partial Hospitalization Treatment Program; or
3. you visit your Physician's office or your Physician comes to your home.
4. After any Copayment, Medical Care Benefits are provided at the percent shown in the Schedule of Benefits.

**Other Physician Services**

No benefits are available under this Benefit Section for the Outpatient treatment of Mental Illness or Outpatient Substance Abuse Rehabilitation Treatment. In addition, the Inpatient treatment of Mental Illness and Substance Abuse Rehabilitation Treatment are subject to the maximums specified in the **Special Conditions & Payments** section of this Certificate.

**Consultations**

Your coverage includes benefits for consultations when you are an Inpatient in a Hospital. The consultation must be requested by your attending Physician and consist of another Physician's advice in the diagnosis or treatment of a condition which requires special skill or knowledge. Benefits are not available for any consultation done because of Hospital regulations or by a Physician who renders Surgery or Maternity Service during the same admission.

**Chemotherapy**

Benefits will be provided at the percentage of the Eligible Charge or Maximum Allowance as shown in the Schedule of Benefits for any Physician or Hospital charges associated with treatment.

**Occupational Therapy**

Benefits will be provided for Occupational Therapy when these services are rendered by a registered Occupational Therapist under the supervision of a Physician. This therapy must be furnished under a written plan established by a Physician and regularly reviewed by the therapist and Physician. The plan must be established before treatment is begun and must relate to the type, amount, frequency and duration of therapy and indicate the diagnosis and anticipated goals. Benefits will be provided as shown in the Schedule of Benefits.

**Physical Therapy**

Benefits will be provided for Physical Therapy when rendered by a registered professional Physical Therapist under the supervision of a Physician. The therapy must be furnished under a written plan established by a Physician and regularly reviewed by the therapist and the Physician. The plan must be established before treatment is begun and must relate to the type, amount, frequency and duration of therapy and indicate the diagnosis and anticipated goals. Benefits will be provided as shown in the Schedule of Benefits.

**Radiation Therapy treatments**

Benefits will be provided at the percentage of the Eligible Charge or Maximum Allowance as shown in the Schedule of Benefits for any Physician or Hospital charges associated with treatment.

**Speech Therapy**

Benefits will be provided for Speech Therapy when these services are rendered by a licensed Speech Therapist or Speech Therapist certified by the American Speech and Hearing Association or similar body. Inpatient Speech Therapy benefits will be provided only if Speech Therapy is not the only reason for admission. Benefits will be provided as shown in the Schedule of Benefits.

**Other Specified Therapies**

Benefits will be provided as shown in the Schedule of Benefits for other Specified Therapies, which include: Biofeedback, Chelation Therapy, Hearing Therapy, Orthoptics & Vision Therapy, Pulmonary and Respiratory Rehabilitation. Services must be rendered by a licensed Provider and must be prescribed to treat a covered illness or injury.

**Diagnostic Service**

Benefits will be provided for those services related to covered Surgery or Medical Care.

**Benefit Payment for other Physician Services**

Benefits will be provided at the percentage of the Eligible Charge or Maximum Allowance as shown in the Schedule of Benefits when you receive any of the Covered Services described in this Physician Benefit Section from a Provider or from a Dentist.

### **Emergency Accident or Medical Care**

Treatment must occur within 72 hours of the accident.

### **Benefit Payment for Emergency Accident or Medical Care**

Benefits will be provided at the percentage of the Eligible Charge or Maximum Allowance as shown in the Schedule of Benefits.

## **Services and Supplies Provided by a Hospital**

### **Inpatient Care**

The following are Covered Services when the Insured Person receives them as an Inpatient in a Hospital.

Benefits will be provided at the percentage of the Hospital's Eligible Charge as shown in the Schedule of Benefits when you receive Inpatient Covered Services. If you are in a private room, benefits will be limited by the Hospital's rate for its most common type of room with two or more beds.

### **Inpatient Covered Services**

1. Bed, Board and General Nursing Care when you are in:
  - a. a semi-private room
  - b. a private room (at semi-private room rate)
  - c. an intensive care unit
2. Ancillary Services (such as operating rooms, drugs, surgical dressings and lab work)

Payment of Inpatient Covered Expenses are subject to these conditions:

1. Services must be those, which are regularly provided and billed by the Hospital.
2. Services are provided only for the number of days required to treat the Insured Person's Illness or Injury.
3. No benefits will be provided for personal items, such as TV, radio, guest trays, etc.

### **Preadmission Testing**

Benefits are provided for preoperative tests given to you as an Outpatient to prepare you for Surgery that you are scheduled to have as an Inpatient, provided that benefits would have been available to you had you received these tests as an Inpatient in a Hospital. Benefits will not be provided if you cancel or postpone the Surgery. These tests are considered part of your Inpatient Hospital surgical stay.

### **Extension of Benefits in Case of Termination**

If you are an Inpatient at the time your coverage under this Certificate is terminated, benefits will be provided for, and limited to, the Covered Services of this Certificate that are rendered by and regularly charged for by a Hospital. Benefits will be provided until you are discharged or until the end of your Benefit Period, whichever occurs first.

### **Outpatient Hospital Care**

The following are Covered Services when you receive them from a Hospital as an Outpatient.

#### **Outpatient Hospital Covered Services**

1. Surgery and any related Diagnostic Service received on the same day as the Surgery
2. Radiation therapy treatments
3. MRI
4. Chemotherapy
5. Renal Dialysis Treatments – if received in a Hospital, a Dialysis Facility or in your home under the supervision of a Hospital or Dialysis Facility
6. Diagnostic Service – when you are an Outpatient and these services are related to surgery or Medical Care
7. Emergency Accident Care – treatment must occur within seventy-two (72) hours of the accident
8. Emergency Medical Care

#### **Outpatient Hospital Care Benefit Payment**

Benefits will be provided at the percentage of the Hospital's Eligible Charge as shown in the Schedule of Benefits.

#### **Benefit Payment for Hospital Emergency Care**

After you have met your Copayment, benefits will be provided at the percentage of the Eligible Charge as shown in the Schedule of Benefits when you receive Emergency Accident Care or Emergency Medical Care.

If an Insured Person requires emergency treatment of an Injury or Sickness and incurs covered expenses at a non-Preferred Provider, Covered Medical Expenses for the Emergency Medical Care rendered during the course of the emergency will be treated as if they had been incurred at a Preferred Provider.

## Other Covered Services and Special Conditions

### Ambulance Transportation

The following ambulance services are covered under this Plan:

1. Base charge, mileage and non-reusable supplies of a licensed ambulance company for ground or air service for transportation to and from a Hospital or Skilled Nursing Facility.
2. Monitoring, electrocardiograms (EKGs or ECGs), cardiac defibrillation, cardiopulmonary resuscitation (CPR) and administration of oxygen and intravenous (IV) solutions in connection with ambulance service. An appropriate licensed person must render the services.

Non Covered Services for Ambulance include but are not limited to, trips to:

1. a Physician's office or clinic;
2. a morgue or funeral home.
3. for long distance trips or for use of an ambulance because it is more convenient than other transportation

### Ambulatory Surgical Facility

Benefits for all of the Covered Services previously described in this Certificate are available for Outpatient Surgery. In addition, benefits will be provided if these services are rendered by an Ambulatory Surgical Facility.

Benefits for services rendered by an Ambulatory Surgical Facility for Outpatient Surgery will be provided as shown in the Schedule of Benefits.

### Services for Mental, Emotional or Functional Nervous Disorders, Alcoholism or Substance Abuse

In order to qualify for inpatient benefits, services for Mental, Emotional or Functional Nervous Disorders, Alcoholism or Substance Abuse must meet the following conditions of service:

1. Services must be for the treatment of a Mental, Emotional or Functional Nervous Disorder, Alcoholism or Drug Abuse that can be improved by standard medical practice. Covered expenses are subject to all the provisions of the group policy that would apply to any other illness.
2. The Insured Person must be under the direct care and treatment of a Physician for the condition being treated. The physician must certify that such Insured Person is suffering from Mental, Emotional or Functional Nervous Disorders, Alcoholism or Substance Abuse.
3. Services must be those, which are regularly provided and billed by a Hospital.
4. Services are provided only for the number of days required to treat the Insured Person's condition.
5. Services must be received in a Hospital, Day Care Center or Non-hospital residential facility.

The term "Physician" as used in this section means a psychologist, advanced practice registered nurse or social worker, who upon certification that the individual is suffering from Mental, Emotional or Functional Nervous Disorders, Alcoholism or Drug Abuse, may include subsequent referral to other treatment providers.

### Mental Illness Services

Benefits for all of the Covered Services previously described in this Certificate are available for the diagnosis and/or treatment of a Mental Illness.

### Benefit Payment for Inpatient treatment of Mental Illness

Benefits payment for the Inpatient treatment of Serious Mental Illness and Mental Illness not classified as Serious Mental Illness will be provided at the same payment levels as for any other condition.

### Benefit Maximum for Outpatient treatment of Mental Illness

Benefits for Outpatient treatment of Serious Mental Illness will be provided at the payment levels previously described in this Certificate for Hospital Covered Services.

Your benefits for Outpatient treatment of Mental Illness not classified as Serious Mental Illness are limited to a maximum of visits shown in the Schedule of Benefits, per Calendar Year.

### Substance Abuse Rehabilitation Treatment

Benefits for all of the Covered Services previously described in this Certificate are available for Substance Abuse Rehabilitation Treatment is subject to the benefit maximums indicated on the Schedule of Benefits. In addition, benefits will be provided if these services are rendered by a Substance Abuse Treatment Facility and will be provided at the payment levels described later in this benefit section.

### Benefit Maximum for Outpatient Treatment of Substance Abuse Rehabilitation Treatment

Your benefits for outpatient substance abuse rehabilitation treatment are limited to a maximum of the number of days shown in the Schedule of Benefits, per Calendar Year.

### Benefit Maximum for Detoxification

Your benefits for detoxification are limited to the number of detoxification occurrences or the number of days shown in the Schedule of Benefits, in any Calendar Year, whichever comes first.

### **Cardiac Rehabilitation Services**

Your benefits for cardiac rehabilitation services are the same as your benefits for any other condition. Benefits will be provided for cardiac rehabilitation services when these services are rendered to you within a six month period following an eligible Inpatient Hospital admission for either myocardial infarction, coronary artery bypass Surgery, or percutaneous transluminal coronary angioplasty.

### **Chiropractor Services**

Exams, testing or manipulation services to correct by manual or mechanical means structural imbalance or subluxation to remove nerve interference from or related to distortion, misalignment or subluxation of or in the vertebral column. Manipulations whether performed and billed as the only procedure or manipulations performed in conjunction with an exam and billed as an office visit will be counted toward any maximum for Chiropractor Services as specified in the Schedule of Benefits.

### **Cleft Lip and Cleft Palate**

Coverage shall be provided for Inpatient or Outpatient expenses arising from orthodontics, oral surgery, and otologic, audiological, and speech/language treatment involved in the management of the birth defect known as cleft lip or cleft palate or both.

### **Clinical Trials**

Benefits will be provided for routine patient care costs for Covered Persons engaging in clinical trials for treatment of life threatening diseases.

### **Dental Anesthesia**

Coverage shall be provided for administration of general anesthesia and hospital charges for dental care provided to the following Covered Persons:

1. A child under the age of five;
2. A person who is severely disabled; or
3. A person who has a medical or behavioral condition which requires hospitalization or general anesthesia when dental care is provided.

The plan provides coverage for administration of general anesthesia and hospital or office charges for treatment rendered by a dentist, regardless of whether the services are provided in a Participating hospital or surgical center or office.

### **Dental Care for an Accidental Injury**

Services for dental work and oral surgery are covered if they are for the initial repair of an injury to the jaw, sound natural teeth, mouth or face which are required as a result of an accident and are not excessive in scope, duration, or intensity to provide safe, adequate, and appropriate treatment without adversely affecting the patient's condition. Injury as a result of chewing or biting is not considered an accidental injury. No benefits are available to replace or repair existing dental prostheses even if damaged in an eligible Accidental Injury. "Initial" dental work to repair injuries due to an accident means performed within 12 months from the injury, or as reasonably soon thereafter as possible and includes all examinations and treatment to complete the repair. For a child requiring facial reconstruction due to dental related injury, there may be several years between the accident and the final repair. The Insurer determines whether the dental treatment could have been safely provided in another setting. Hospital stays for the purpose of administering general anesthesia are not considered Medically Necessary.

Covered Services for accidental dental include, but are not limited to:

1. oral examinations;
2. x-rays;
3. tests and laboratory examinations;
4. restorations;
5. prosthetic services;
6. oral surgery;
7. mandibular/maxillary reconstruction;
8. anesthesia.

Benefits are payable as stated in the Schedule of Benefits.

### **Durable medical equipment**

Benefits will be provided for such things as blood glucose monitors, blood glucose monitors for the legally blind, cartridges for the legally blind, test strips for glucose monitors and/or visual reading, injection aids, syringes, insulin pumps and appurtenances to the pumps, insulin infusion devices, lancets and lancing devices, internal cardiac valves, internal pacemakers, mandibular reconstruction devices (not used primarily to support Dental Prosthesis), bone screws, bolts, nails, plates, and any other internal and permanent devices as reasonably approved by our Authorized Administrator will also be provided for the rental (but not to exceed the total cost of equipment) or purchase of durable medical equipment required for temporary therapeutic use provided that this equipment is primarily and customarily used to serve a medical purpose

### **Hormone Replacement Therapy**

If prescription drugs are covered, such coverage will include expenses incurred for hormone replacement therapy that is prescribed or ordered for treating symptoms and conditions of menopause.

## Human Organ Transplants

Your benefits for certain human organ transplants will be limited to the amount as shown in the Schedule of Benefits. Benefits will be provided only for kidney, heart valve, heart, lung, heart/lung, or liver transplants. Benefits are available to both the recipient and donor of a covered transplant as follows:

1. If both the donor and recipient have coverage with the Insurer, each will have their benefits paid by their own policy.
2. If you are the recipient of the transplant, and the donor for the transplant has no coverage from any other source, the benefits under this Certificate will be provided only for you and not the donor.
3. If you are the donor for the transplant and no coverage is available to you from any other source, the benefits under this Certificate will be provided for you. However, no benefits will be provided for the recipient.

In addition to the above provisions, benefits for heart, lung, heart/lung or liver transplants will be provided as follows:

1. Whenever a heart, lung, heart/lung or liver transplant is recommended by your Physician, you must contact our Authorized Administrator before your transplant Surgery has been scheduled. Our Authorized Administrator will, where possible, furnish you with the names of Hospitals that have approved Human Organ Transplant Programs. No benefits will be provided for heart, lung, heart/lung or liver transplants performed at any Hospital that does not have an approved Human Organ Transplant Coverage Program.
2. Your benefits under this coverage will begin no earlier than the number of days as shown in the Schedule of Benefits prior to the transplant Surgery and shall continue for a period of no longer than the number of days as shown in the Schedule of Benefits after the transplant Surgery. Benefits will be provided for all Inpatient and Outpatient Covered Services related to the transplant Surgery.
3. Benefits will also be provided for the transportation of the donor organ to the location of the transplant Surgery.
4. In addition to the other exclusions of this Certificate, benefits will not be provided for the following:
  - a. Cardiac rehabilitation services when not provided to the transplant recipient within 3 days after discharge from a Hospital for transplant Surgery
  - b. Transportation by air ambulance for the donor or the recipient
  - c. Travel time and related expenses required by a Provider
  - d. Drugs that are Investigational
  - e. The cost of acquisition of the organ and any costs incurred by the donor

## Infusion Therapy

Infusion Therapy is the administration of Drugs (Prescription substances), by the intravenous (into a vein), intramuscular (into a muscle), subcutaneous (under the skin), and intrathecal (into the spinal canal) routes. For the purpose of this Plan, it shall also include Drugs administered by aerosol (into the lungs) and by feeding tube.

Covered Expense for Infusion Therapy (including all professional services, compounding fees, incidental supplies, medications, drugs, solutions, durable medical equipment and training related to Infusion Therapy) will not exceed the Average Wholesale Price as determined by the Insurer or the Negotiated Rate:

Covered Services for Infusion Therapy are as follows:

1. Professional services to order, prepare, compound, dispense, deliver, administer, train or monitor (including clinical pharmacy support) any drugs or other substances used in Infusion Therapy.
2. All necessary supplies and durable medical equipment including, but not limited to, bandages, cotton swabs, intravenous starter kits, tubing, syringes, needles, pump, pole, and electronic monitor.
3. The Infusion Therapy Drugs or other substances.
4. Blood transfusions, including blood processing and the cost of unreplaced blood and blood products.

Conditions, Limitations, Exclusions applicable to Infusion Therapy benefits are as follows:

1. If performed in the home, services must be billed and performed by a provider licensed by state and local laws. Example: A Medicare-certified Home Health agency or a provider certified by the Joint Commission on Accreditation of Home Care Organizations.
2. If performed in any other outpatient setting, services must be billed by a qualified provider as defined in this Plan and licensed by state and local laws. Example: Physician's office, outpatient Hospital or Ambulatory Surgical Center.
3. The services must be consistent with the Illness, Injury, degree of disability and medical needs of the Insured Person receiving treatment. Benefits are provided for Covered Services only for the Authorized number of days necessary to treat the Illness or Injury, subject to the per-day maximum.
4. Services and Drugs or other substances used must be consistent with the accepted medical practice and not investigative or experimental.
5. For treatment, which has been prescribed and Authorized for a period greater than 7 days, only up to a 7-day supply per delivery is to be dispensed.
6. In addition to any per-day maximum, limitations on Pre-Existing Conditions or other exclusion or limitations in this entire Plan, Infusion Therapy benefits will not be provided for:
  - a. drugs and medications that do not require a prescription;
  - b. any Drug labeled "Caution, limited by federal law to investigational use" or non-FDA approved investigational Drugs;
  - c. any Drug or medication prescribed for experimental indications (for example, progesterone suppositories);
  - d. drugs or other substances obtained outside the United States, unless treatment is outside the United States;
  - e. non-FDA approved homeopathic medications or other herbal medications;
  - f. FDA-approved Drugs or medications prescribed for non-FDA approved indications or that do not meet the medical community practice standards, except for non-investigational FDA approved Drugs used for off-label indications;
  - g. growth hormone treatment;

- h. charges for Incidental Supplies used by a provider in the administration of a therapy, including but not limited to: cotton swabs, bandages, intravenous starter kits, tubing and syringes;
- i. compounding fees for mixing or diluting Drugs, medications or solutions; or
- j. charges exceeding the Average Wholesale Price.

### **Leukocyte Antigen Testing**

Benefits are payable for human leukocyte antigen testing, also referred to as histocompatibility locus antigen testing, for A, B, and DR antigens for utilization in bone marrow transplantation. Benefits are paid only once in a Covered Person's lifetime and limited to \$75. The testing must be performed in a facility which is accredited by the American Association of Blood Banks or its successors, and is licensed under the Clinical Laboratory Improvement Act, 42 U.S.C. Section 263a, as amended, and is accredited by the American Association of Blood Banks or its successors, the College of American Pathologists, the American Society for Histocompatibility and Immunogenetics (ASHI) or any other national accrediting body with requirements that are substantially equivalent to or more stringent than those of the College of American Pathologists. At the time of testing, the person being tested must complete and sign an informed consent form which also authorizes the results of the test to be used for participation in the Marrow Donor Program

### **Mastectomy and Related Procedures**

Benefits are payable for hospital and professional services under this Plan for mastectomy for the treatment of breast cancer as described in the previous pages. If the Insured Person elects breast reconstruction in connection with such mastectomy, benefits will also be provided for Covered Expenses for the following:

1. Reconstruction of the breast on which the mastectomy has been performed;
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance;
3. Prostheses; and
4. Treatment for physical complications of all stages of mastectomy, including lymphedemas.

Coverage for reconstructive breast surgery may not be denied or reduced on the grounds that it is cosmetic in nature or that it otherwise does not meet the policy definition of "Medically Necessary."

Benefits will be payable on the same basis as any other Illness or Injury under the Policy.

### **Medical Foods and Modified Food Products**

Coverage is provided for expenses incurred in the therapeutic treatment of inherited metabolic diseases, including the purchase of medical foods and low protein modified food products when diagnosed and determined to be Medically Necessary by the Insured Person's Physician, and administered under the direction of a Physician.

"Inherited metabolic disease" means a disease caused by an inherited abnormality of body chemistry screened in newborn babies. "Low protein modified food product" means a food product that is specially formulated to have less than one gram of protein per serving dietary treatment of an inherited metabolic disease, but does not include a natural food that is naturally low in protein; and "medical food" means a food that is intended for the dietary treatment of a disease or condition for which nutritional requirements are established by medical evaluation and is formulated to be consumed or administered enterally under direction of a Physician.

Benefits are provided to the same extent as for any other Illness under the Policy.

### **Ovarian Cancer Monitoring**

Coverage shall be provided for CA-125 monitoring of ovarian cancer subsequent to treatment. This does not apply to routine screenings.

### **Other Covered Service**

1. Acupuncture that treats a covered illness or injury provided by Doctor of Acupuncture
2. Allergy shots and allergy surveys
3. Blood and blood components
4. Leg, back, arm and neck braces
5. Oxygen and its administration
6. Medical and surgical dressings, supplies, casts and splints
7. Lead poison screening for Covered Persons at 12 months of age and benefits for screening and diagnostic evaluations for Covered Persons under age 6 who are at risk for lead poisoning in accordance with guidelines set forth by the Division of Public Health
8. Scalp hair prosthesis Medically Necessary for hair loss suffered as a result of alopecia areata, resulting from autoimmune disease. Benefits are payable for up to \$500 per Calendar Year.

### **Pregnancy and Maternity Care**

Your benefits for Maternity Service are the same as your benefits for any other condition and are available whether you have Individual Coverage or Family Coverage. Maternity benefits are **not** available for any Insured Person other than the Insured Participant or the Insured Participant's insured spouse.

Benefits will be paid for Covered Services received in connection with both normal pregnancy and Complications of Pregnancy. As part of your maternity benefits certain services rendered to your newborn infant are also covered, even if you have Individual Coverage. These Covered Services are: a) the

routine Inpatient Hospital nursery charges and b) one routine Inpatient examination as long as this examination is rendered by a Physician other than the Physician who delivered the child or administered anesthesia during delivery. (If the newborn child needs treatment for an illness or injury, benefits will be available for that care only if you have Family Coverage. You may apply for Family Coverage within 31 days of date of the birth. Your Family Coverage will then be effective from the date of the birth.)

Benefits will be provided for any hospital length of stay in connection with childbirth for the mother or newborn child for no less than 48 hours following a normal vaginal delivery, or no less than 96 hours following a cesarean section. Benefits will also be provided for Covered Services rendered by a Certified Nurse-Midwife.

#### **Private Duty Nursing Service**

Benefits for Private Duty Nursing Service will be provided to you as an Inpatient in a Hospital or other health care facility only when our Authorized Administrator determines that the services provided are of such a nature or degree of complexity or quantity that they could not be or are not usually provided by the regular nursing staff of the Hospital or other health care facility. No benefits will be provided when a nurse ordinarily resides in your home or is a member of your immediate family

#### **Prosthetic appliances**

Benefits will be provided for prosthetic devices, special appliances and surgical implants when:

1. they are required to replace all or part of an organ or tissue of the human body, or
2. they are required to replace all or part of the function of a non-functioning or malfunctioning organ or tissue

Benefits will also include adjustments, repair and replacements of covered prosthetic devices, special appliances and surgical implants when required because of wear or change in a patient's condition (excluding dental appliances other than intra-oral devices used in connection with the treatment of Temporomandibular Joint Dysfunction and Related Disorders, subject to specific limitations applicable to Temporomandibular Joint Dysfunction and Related Disorders and replacement of cataract lenses when a prescription change is not required)

#### **Sterilization**

The Insured Participant's Plan includes benefits for tubal ligation or vasectomy.

#### **Temporomandibular Joint Dysfunction and Related Disorders**

Benefits for all of the Covered Services previously described in this Certificate are available for the diagnosis and treatment of Temporomandibular Joint Dysfunction and Related Disorders.

#### **Home Health Care**

**Home Health services are limited each Calendar Year as stated in the Schedule of Benefits for the following services.** Services must be furnished by a Home Health Agency or a Visiting Nurses Association.

Benefits are provided when the Insured Participant or Insured Dependents are confined at home under the active supervision of a Physician. The Physician must be treating the Illness or Injury that necessitates home health care and he or she must renew any order for these services at least once every 30 days. A visit is defined as four or fewer hours of services provided by one of the following providers:

1. Services of a registered nurse.
2. Services of a licensed therapist for physical therapy, occupational therapy, speech therapy and respiratory therapy.
3. If the Insured Person is receiving the services of either of the above, the services of a health aide who is employed by (or under arrangement with) a Home Health Agency or Visiting Nurse Association also are covered. Such services must be ordered and supervised by a registered nurse who is employed as a professional by the same organization.
4. Necessary medical supplies provided by the Home Health Agency or Visiting Nurse Association.
5. Services of a medical social worker.

All home health care services and supplies directly related to Infusion Therapy are included in the Infusion Therapy benefit and are not payable under this home health care benefit.

#### **Hospice Services**

**Benefits for Hospice services are limited as stated in the Schedule of Benefits.**

The Insured Person must be suffering from a terminal Illness for which the prognosis of life expectancy is six months or less, as certified by the attending Physician and submitted to the Insurer in writing. The Physician must consent to the Insured Person's care by the Hospice and must be consulted in the development of the Insured Person's treatment plan. The Hospice must submit a written treatment plan to the Insurer every 30 days.

To be eligible for this benefit, the provider must be appropriately licensed according to state and local laws to provide skilled nursing and other services to support and care for persons experiencing the final phases of terminal Illness. The provider must also be approved as a hospice provider under Medicare and the Joint Commission on Accreditation of Health Care Organizations.

#### **Services and Supplies Provided by a Skilled Nursing Facility**

**Benefits for Skilled Nursing Facility services are limited as stated in the Schedule of Benefits.**

For any eligible condition that is Insurer Authorized, the Insurer will pay Covered Expenses for Inpatient services and supplies provided by the Skilled Nursing Facility except private room charges above the prevailing two-bed room rate of the facility.

Payment of benefits for Skilled Nursing Facility services are subject to **all** of the following conditions:

1. The Insured Person must be referred to the Skilled Nursing Facility by a Physician.
2. Services must be those, which are regularly provided and billed by a Skilled Nursing Facility.
3. The services must be consistent with the Insured Person's Illness, Injury, degree of disability and medical needs. Benefits are provided only for the number of days required to treat the Illness or Injury.
4. The Insured Person must remain under the active medical supervision of a Physician treating the Illness or Injury for which he/she is confined in the Skilled Nursing Facility.

Note: No benefits will be provided for:

1. Personal items, such as TV, radio, guest trays, etc.
2. Skilled Nursing Facility admissions in excess of the number of days as indicated in the Schedule of Benefits.

## Hearing Services

Hearing Services include audiometric exams, hearing aid evaluation test, and limited benefits for hearing aids. See the Schedule of Benefits for maximums, which apply for Hearing Services.

For Covered Persons who are Dependent Children under age 24, coverage provided for hearing aids up to the amount shown in the Schedule of Benefits.

## Vision Care

The Insurer will pay for Covered Expenses per Calendar Year as stated in the Schedule of Benefits for routine Vision Care that is not the result of an Injury or Illness. The Deductible is not applicable.

Your coverage includes benefits for vision care when you receive such care from a Physician, Optometrist or Optician.

The benefits of this section are subject to all of the terms and conditions of this Certificate. Please refer to the WHO IS ELIGIBLE FOR COVERAGE, DEFINITIONS, and EXCLUSIONS AND LIMITATIONS sections of this Certificate for additional information regarding any limitations and/or special conditions pertaining to your benefits.

For vision care benefits to be available such care must be Medically Necessary and rendered and billed for by a Physician, Optometrist or Optician, and you must receive such care on or after your Coverage Date.

In addition to the definitions of this Certificate, the following definitions are applicable to this Benefit Section:

1. **Contact Lenses** means ophthalmic corrective lenses, either glass or plastic, ground or molded to be fitted directly on your eye.
2. **Frame** means a standard eyeglass frame adequate to hold Lenses.
3. **Lenses** means ophthalmic corrective lenses, either glass or plastic, ground or molded to improve visual acuity and to be fitted to a Frame.

## Covered Services

Benefits may be provided under this Benefit Section for the following:

1. Vision Examination
2. Single Vision Lenses
3. Bifocal Single Lenses
4. Bifocal Double Lenses
5. Trifocal Lenses
6. Lenticular Lenses
7. Contact Lenses
8. Frames

## Special Limitations

Benefits will not be provided for the following:

1. Recreational sunglasses.
2. Medical or surgical treatment.
3. Drugs or any medication not administered for the purpose of a vision testing examination.
4. Orthoptics, vision training, subnormal vision aids, aniseikonic Lenses and tonoraphy.
5. Replacement of Lenses or Frames, which are lost or broken.

## Benefit Payment for Vision Care

Benefits for Vision Care Covered Services will be provided for the services and at the payment levels listed in the Schedule of Benefits.

## Dental Care

The benefits of this section are subject to all of the terms and conditions of this Certificate. Please refer to the WHO IS ELIGIBLE FOR COVERAGE, DEFINITIONS, and EXCLUSIONS AND LIMITATIONS sections of this Certificate for additional information regarding any limitations and/or special conditions pertaining to your benefits. For benefits to be available, dental services must be Medically Necessary and rendered and billed for by a Dentist or Physician, unless otherwise specified. No payment will be made by the Insurer until after receipt of a Dentist's or Physician's Claim form and/or the Attending Dentist's Statement. In addition, benefits will be provided only if services are rendered on or after your Coverage Date.

The maximum amount available for you in dental benefits each Benefit Period is shown in the Schedule of Benefits. This is an individual maximum. This maximum applies to all of your Dental Covered Services, except for Orthodontic Dental Services where the maximum is the amount shown in the Schedule of Benefits.

Any expenses incurred beyond the benefit maximum are your responsibility.

### Preventative Dental Services

The Insurer pays the percentage of Covered Expenses shown in the Schedule of Benefits for preventative treatment and necessary diagnostic examinations. Your Preventive Dental Services are as follows:

1. Oral Examinations – The initial oral examination and periodic routine oral examinations. However, your benefits are limited to two examinations every Benefit Period;
2. Prophylaxis – The routine scaling and polishing of your teeth. However, your benefits are limited to two cleanings each Benefit Period;
3. Topical Fluoride Application – Benefits for this application are only available to dependent children under age 19 and are limited to two applications each Benefit Period;
4. Dental X-rays – Benefits for routine X-rays are limited to one full mouth X-ray and additional bitewing X-rays every twelve months;
5. Space Maintainers – Benefits for space maintainers are only available to dependent children under age 19 and not when part of orthodontic treatment;
6. Emergency oral examinations and palliative emergency treatment for the temporary relief of pain.

### Primary Dental Services

The Insurer pays the percentage of Covered Expenses shown in the Schedule of Benefits for Primary Dental Services. Covered Expenses include:

1. Fillings
2. Extractions, except as specifically excluded under "Special Limitations" of this Benefit Section
3. Oral Surgery, except as specifically excluded under "Special Limitations" of this Benefit Section
4. Endodontics
5. Pulp Vitality Tests—Benefits for these tests are limited to once every twelve months.
6. Apicoectomies
7. Hemisection
8. Biopsies of Oral Tissue
9. Periodontics/Periodontal Therapy; Gingivectomy and gingivoplasty; gingival curettage; periodontal scaling and root planing; osseous Surgery; and mucogingival Surgery. Your benefits are limited to one full mouth treatment per Benefit Period
10. Periodontal examination – Benefits for periodontal examinations are limited to two per Benefit Period
11. Periodontal maintenance procedures – Benefits for periodontal maintenance procedures are limited to four per Benefit Period, however, this maximum will be reduced by any routine prophylaxes in the same Benefit Period. In addition, you must have received periodontal therapy before benefits for these procedures will be provided
12. Stainless Steel Crowns
13. Repair of Removable Dentures
14. Recementing of Crowns, Inlays, Onlays and Bridges
15. General Anesthesia/Intravenous Sedation – If Medically Necessary and administered with a covered dental procedure. The anesthesia must be given by a person who is licensed to administer general anesthesia/intravenous sedation
16. Home Visits-Visits by a Dentist to your home when medically required to render a covered dental service

### Major Dental Services

The Insurer pays the percentage of Covered Expenses shown in the Schedule of Benefits for Major Dental Services. Covered Expenses Include:

1. Inlays, Onlays and Crowns (other than temporary crowns and stainless steel crowns)
2. Fixed Bridgework
3. Bridge Repairs
4. Full and Partial Dentures
5. Denture Adjustments, Rebasing and Relining – During the first six months after obtaining dentures or having them relined, adjustments are covered only if they are done by someone other than the Dentist or his in-office associates who provided or relined the dentures.

Once you receive benefits for a crown, inlay, onlay, bridge or denture, replacements are not covered until 5 years have elapsed. Also, benefits are not available for the replacement of a bridge or denture that could have been made serviceable.

## **Orthodontic Dental Care**

Orthodontic Dental Care applies only if the Group has chosen Dental Care and Orthodontic Dental Care as shown in the Schedule of Benefits.

The Insurer pays the percentage of Covered Expenses indicated in the Schedule of Benefits for necessary orthodontic treatment subject to a specific lifetime maximum also shown in the Schedule. Once this lifetime limit is reached, the Insured Person has no right to any further orthodontic treatment benefits.

Your Dental Benefits include coverage for orthodontic appliances and treatments when they are being provided to correct problems of growth and development. The limitations are as follows:

1. Diagnostic benefits, including examination, study models, X-rays and all other diagnostic aids, will be provided only once in any 5 year period, beginning with the date of the first visit to the Dentist;
2. Benefits for active orthodontic treatment are limited to 36 consecutive months of treatment and benefits for retention treatment are limited to 10 visits. If you are receiving treatment when your coverage begins, these time periods will be reduced by the number of months that you have been receiving treatment prior to your coverage beginning;
3. Benefits will not be provided for the replacement or repair of any appliance used during orthodontic treatment

After your orthodontic treatment has been completed, no further orthodontic benefits will be provided until 5 years have elapsed.

## **Special Limitations**

No benefits will be provided under this Benefit Section for:

1. Dental services which are performed for cosmetic purposes.
2. Dental services or appliances for the diagnosis and/or treatment of Temporomandibular Joint Dysfunction and Related Disorders.
3. Oral Surgery for the following procedures:
  - a. surgical services related to a congenital malformation;
  - b. surgical removal of complete bony impacted teeth;
  - c. excision of tumors or cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
  - d. excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses); treatment of fractures of facial bone; external incision and drainage of cellulitis; incision of accessory sinuses, salivary glands or ducts; reduction of dislocation, or excision of, the temporomandibular joints.
4. Dental services which are performed due to an accidental injury when caused by an external force. External force means any outside strength producing damage to the dentition and/or oral structures.
5. Hospital and ancillary charges are not covered.
6. Any services, treatments or supplies included as an eligible benefit under any other Benefit Section of this Certificate.
7. Any services, treatments or supplies included as an eligible benefit under other group hospital, dental, medical and/or surgical coverage.

## **Repatriation of Remains Benefit**

If an Insured Person dies, while traveling outside of his/her home country, the Insurer will pay the necessary expenses actually incurred, up to the Maximum Limit shown in the Schedule of Benefits, for the preparation of the body for burial, or the cremation, and for the transportation of the remains to his/her Home Country. This benefit covers the legal minimum requirements for the transportation of the remains. It does not include the transportation of anyone accompanying the body, urns, caskets, coffins, visitation, burial or funeral expenses. Any expense for repatriation of remains requires approval in advance by the Authorized Administrator.

No benefit is payable if the death occurs after the Termination Date of the Policy. However, if the Insured Person is Hospital Confined on the Termination Date, eligibility for this benefit continues until the earlier of the date the Insured Person's Confinement ends or 31 days after the Termination Date. The Insurer will not pay any claims under this provision unless the expense has been approved by the Authorized Administrator before the body is prepared for transportation.

The benefit for all necessary repatriation services is listed in the Overview Matrix.

## **Medical Evacuation Benefit**

If an Insured Person is involved in an accident or suffers a sudden, unforeseen illness requiring emergency medical services, while traveling outside of his/her home country, and adequate medical facilities are not available, the Authorized Administrator will coordinate and pay for a medically-supervised evacuation, up to the Maximum Limit shown in the Overview Matrix, to the nearest appropriate medical facility. This medically-supervised evacuation will be to the nearest medical facility only if the facility is capable of providing adequate care. The evacuation will only be performed if adequate care is not available locally and the Injury or Sickness requires immediate emergency medical treatment, without which there would be a significant risk of death or serious impairment. The determination of whether a medical condition constitutes an emergency and whether area facilities are capable of providing adequate medical care shall be made by physicians designated by the Administrator after consultation with the attending physician on the Insured Person's medical conditions. The decision of these designated physicians shall be conclusive in determining the need for medical evacuation services. Transportation shall not be considered medically necessary if the physician designated by the Administrator determines that the Insured Person can continue his/her trip or can use the original transportation arrangements that he/she purchased.

The Insurer will pay Reasonable Charges for escort services if the Insured Person is a minor or if the Insured Person is disabled during a trip and an escort is recommended in writing by the attending Physician and approved by the Insurer.

As part of a medical evacuation, the Administrator shall also make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital.

If following stabilization, when medically necessary and subject to the Authorized Administrator's prior approval, the Insurer will pay for a medically supervised return to the Insured Person's permanent residence or, if appropriate, to a health care facility nearer to their permanent residence or for one-way economy airfare to the Insured Person's point of origin, if necessary.

All evacuations must be approved and coordinated by Administrator designated physicians. Transportation must be by the most direct and economical route.

If you have minor children who are left unattended as a result of your injury, illness or medical evacuation, our Authorized Administrator will arrange and pay for the cost of economy class one-way airfares for the transportation of such minor children to your Home Country or Country of Assignment.

The combined benefit for all necessary evacuation services is listed in the Overview Matrix.

### **Bedside Visit Benefit**

If an Insured Person is Hospital Confined due to an Injury or Sickness for more than 7 days, is likely to be hospitalized for more than 7 days or is in critical condition, while traveling outside of his/her home country, the Insurer will pay up to the maximum benefit as listed in Table 1 of the Schedule of Benefits for the cost of one economy round-trip air fare ticket to, and the hotel accommodations in, the place of the Hospital Confinement for one person designated by the Insured Person. Payment for meals, ground transportation and other incidentals are the responsibility of the family member or friend.

With respect to any one trip, this benefit is payable only once for that trip, regardless of the number of Insured Persons on that trip. The determination of whether the Covered Member will be hospitalized for more than 7 days or is in critical condition shall be made by the Authorized Administrator after consultation with the attending physician. No more than one (1) visit may be made during any 12 month period. No benefits are payable unless the trip is approved in advance by the Authorized Administrator.

The benefit for all Bedside Visits is listed in the Overview Matrix.

## VI. Exclusions and Limitations: What the Plan does not pay for

---

### Excluded Services

The following services and supplies are not covered:

1. Hospitalization, services and supplies that are not Medically Necessary including:
  - Hospital admissions for or consisting primarily of observation and/or evaluation that could have been provided safely and adequately in some other setting, e.g., a Physician's office or Hospital Outpatient department.
  - Hospital admissions primarily for diagnostic studies (x-ray, laboratory and pathological services and machine diagnostic tests) which could have been provided safely and adequately in some other setting, e.g., Hospital Outpatient department or Physician's office.
  - Continued Inpatient Hospital care, when the patient's medical symptoms and condition no longer require their continued stay in a Hospital.
  - Hospitalization or admission to a nursing home or other facility for the primary purposes of providing Custodial Care Service, convalescent care, rest cures or domiciliary care to the patient.
  - Hospitalization or admission to a hospital or other facility for the convenience of the patient or Physician or because care in the home is not available or is unsuitable.
  - The use of skilled or private duty nurses to assist in daily living activities, routine supportive care or to provide services for the convenience of the patient and/or his family members.
2. Services or supplies that are not specifically mentioned in this Certificate
3. Services or supplies for any illness or injury arising out of or in the course of employment for which benefits are available under any Workers' Compensation Law or other similar laws whether or not you make a claim for such compensation or receive such benefits.
4. Services or supplies that are furnished to you by the local, state or federal government and for any services or supplies to the extent payment or benefits are provided or available from the local, state or federal government whether or not that payment or benefits are received.
5. Services and supplies for any illness or injury occurring on or after your Coverage date as a result of participation in war, riot, civil commotion or any illegal act.
6. Services and supplies for any illness or injury occurring on or after your Coverage Date as a result of war or an act of war, or an accident caused directly or indirectly by nuclear reaction, nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled
7. Services or supplies that do not meet accepted standards of medical and/or dental practice.
8. Investigational Services and Supplies and all related services and supplies.
9. Custodial Care Service.
10. Routine physical examinations, unless otherwise specified in this Certificate.
11. Services or supplies received during an Inpatient stay when the stay is primarily related to behavioral, social maladjustment, lack of discipline or other antisocial actions that are not specifically the result of Mental Illness.
12. Cosmetic Surgery and related services and supplies, whether or not for psychological purposes, except for the correction of congenital deformities or for conditions resulting from accidental injuries, scars, tumors or diseases that occur after your Coverage Date.
13. Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this or similar coverage.
14. Charges for failure to keep a scheduled visit or charges for completion of a Claim form.
15. Personal hygiene, comfort or convenience items commonly used for other than medical purposes, such as air conditioners, humidifiers, physical fitness equipment, televisions and telephones.
16. Special braces, splints, specialized equipment, appliances, ambulatory apparatus, battery implants, except as specifically mentioned in this Certificate.
17. Blood derivatives that are not classified as drugs in the official formularies.
18. Eyeglasses, contact lenses or cataract lenses and the examination for prescribing or fitting of glasses or contact lenses or for determining the refractive state of the eye, except as specifically mentioned in this Certificate.
19. Treatment of flat foot conditions and the prescription of supportive devices for such conditions and the treatment of subluxations of the foot.
20. Routine foot care, except for persons diagnosed with diabetes, including the cutting or removal of corns or calluses; the trimming of nails, routine hygienic care and any service rendered in the absence of localized Illness, Injury or symptoms involving the feet.
21. Immunizations, unless otherwise specified in this Certificate.
22. Maintenance Occupational Therapy, Maintenance Physical Therapy and Maintenance Speech Therapy.

23. Hearing aids or examinations for the prescription or fitting of hearing aids unless otherwise specified in this Certificate.
24. Services and supplies to the extent benefits are duplicated because the spouse, parent and/or child are employees of the Group and each is covered separately under this Certificate.
25. Diagnostic Service as part of routine physical examinations or check-ups, premarital examinations, determination of the refractive errors of the eyes, auditory problems, surveys, casefinding, research studies, screening, or similar procedures and studies, or tests which are Investigational unless otherwise specified in this Certificate.
26. Procurement or use of prosthetic devices, special appliances and surgical implants which are for cosmetic purposes, the comfort and convenience of the patient, or unrelated to the treatment of a disease or injury.
27. Services and supplies rendered or provided for human organ or tissue transplants other than those specifically named in this Certificate.
28. Investigational or experimental organ transplantation including animal to human organ transplants.
29. Sex change operations.
30. Treatment of sexual dysfunction or inadequacy.
31. Consultations performed by you, your spouse, parents or children.
32. Treatment for overweight conditions other than for morbid obesity.
33. Treatment for hair loss.
34. Non-prescription drugs.
35. Growth Hormone treatment.
36. Treatment to change the refraction of one or both eyes (laser eye correction), including refractive keratectomy (RK) and photorefractive keratectomy (PRK).
37. Dental treatment, dental surgery, dental prostheses and orthodontic treatment unless otherwise specified in this Certificate.
38. Dental Implants: Dental materials implanted into or on bone or soft tissue or any associated procedure as part of the implantation or removal of dental implants.
39. Contact lenses and glasses unless otherwise specified in this Certificate.
40. Medical aids unless otherwise specified in this Certificate.
41. Services and treatment related to elective abortions.
42. Sterilization or the reversal of sterilization, unless otherwise specified in this Certificate.
43. Dental services unless elected by your Group.
44. Vision care services unless elected by your Group
45. Cryopreservation of sperm or eggs.
46. Educational services except as specifically provided or arranged by the Insurer.
47. Nutritional counseling or food supplements, except for treatment of Phenylketonuria (PKU) and other inherited metabolic diseases and diabetes.
48. Charges by a provider for telephone consultations.
49. Loss arising from:
  - a. participating in any professional sport, contest or competition;
  - b. while participating in any practice or condition program for such sport, contest or competition.

## VII. Prescription Drug Benefits

---

### Introduction and Definitions

To understand the Insured Person's Prescription Drug Benefits, it may be helpful to review these important terms:

**Average Wholesale Price (AWP)** is the average wholesale price of a Drug as determined by the Insurer.

**Brand Name Prescription Drug** (Brand Name) is a Prescription Drug that has been patented and is only produced by one manufacturer.

**Drugs** (Prescription Drugs) mean Prescription Drugs approved by state law or the Federal Food and Drug Administration for general use by the public. (See section on Conditions of Service for exceptions.) For purposes of this benefit, insulin is considered a Prescription Drug.

**Generic Prescription Drug** (Generic) is a pharmaceutical equivalent of one or more Brand Name Drugs and must be approved by the Food and Drug Administration as meeting the same standards of safety, purity, strength and effectiveness as the Brand Name Drug.

**Maintenance Prescription Drugs** are Prescription Drugs that are taken for an extended period of time to treat a medical condition.

**Participating Pharmacy** is a Pharmacy that has a Participating Pharmacy agreement in effect with the Insurer at the time services are rendered. Call the Insured Person's local Pharmacy or call the toll-free Prescription Benefit Customer Service phone number (1-855-282-3517) for a list of Participating Pharmacies in the Insured Person's area.

**Pharmacy** means a licensed retail pharmacy.

**Prescription** means a written order issued by a Physician.

### What Is Covered

1. Outpatient Drugs and medications that federal and/or State law restrict to sale by Prescription only.
2. Insulin.
3. Insulin syringes prescribed and dispensed for use with insulin.
4. All non-infused compound Prescriptions that contain at least one covered Prescription ingredient.

### Conditions of Service

The Drug or medicine must be:

1. Prescribed in writing by a Physician and dispensed within one Calendar Year of being prescribed, subject to federal or state laws.
2. Approved for use by the Food and Drug Administration.
3. For the direct care and treatment of the Insured Person's Illness, Injury or condition. Dietary supplements, health aids or drugs for cosmetic purposes are not included.
4. Purchased from a licensed retail Pharmacy.

The drug or medicine must **not** be used while the Insured Person is an inpatient in any facility.

The Prescription must not exceed a 180 -day supply.

### Reimbursement

Many Prescription Drugs are available in Generic form, which is more cost effective for the Insured Person. It may be to the Eligible Participant's advantage to ask the Insured Person's Physician to prescribe and the Insured Person's pharmacist to dispense Generic Drugs whenever possible.

The amount reimbursed by the Insurer for claims for Prescription Drugs is separate from and will not be applied toward any coinsurance amount described in the Covered Services section of this Plan.

### When the Insured Person Goes to a Participating Pharmacy

When the Insured Person or an Insured Dependent has a Prescription filled, the Insured Person's identification card should be presented and the Insured Person should identify himself/herself as an Insured Person of the Insurer. The Pharmacy will calculate the Insured Person's remaining deductible and Copayment. The Insured Person will not need to submit claim forms but is responsible for paying Deductible and Co-insurance amounts to the Pharmacy. The Insured Person will have the following Copayment for each covered Prescription and/or refill **after his/her Deductible is satisfied**:

1. For Generic Prescription Drugs, the Insured Person pays as stated in the Schedule of Benefits.
2. For Brand Name Prescription Drugs, the Insured Person pays as stated in the Schedule of Benefits.
3. For injectable, the Insured Person pays as stated in the Schedule of Benefits.

For information on how to locate a Participating Pharmacy in the Insured Person's area, call 1-855-282-3517.

### **When the Insured Person Goes to a Non-Participating Pharmacy**

If the Insured Person purchases a Prescription Drug from a Non-Participating Pharmacy, he/she will be responsible for the amount stated in the Schedule of Benefits as well as any charge, which exceeds the Reasonable Charge of the Drug. He/she will need to have the pharmacist complete his or her portion of the Prescription Drug Claim Form. The Insured Person will pay the pharmacist for the Prescription, complete the Insured Person's portion of the Prescription Claim Form and then submit the Eligible Participant's claim to the Insurer for reimbursement within 15 months of the date of purchase. If the Insured Person has not satisfied his/her Deductible at the time his/her claim is submitted, the amount the Insured Person paid for the Prescription may be applied toward his/her Deductible amount. The Insured Person's Prescription is considered purchased on the date he/she receives the Drug for which the charge is made. The completed claim form should be submitted to the address included on the Prescription Claim Form.

When the Insured Person has his/her Prescription filled at a Non-Participating Pharmacy he/she will be reimbursed at the following rate for each covered Prescription and/or refill **after the Insured Person's deductible is satisfied**:

1. For Generic Prescription Drugs, the Insured Person pays as stated in the Schedule of Benefits **plus any amount over Reasonable Charges.**
2. For Brand Name Prescription Drugs, the Insured Person pays as stated in the Schedule of Benefits, **plus any amount over Reasonable Charges.**

### **Claims and Customer Service**

Drug claim forms are available at Participating Pharmacies or upon written request to Insurer.

If the Insured Person has any questions about his Prescription Drug Benefit, call the toll-free customer service number: **1-855-282-3517**.

### **Prescription Drug Exclusions and Limitations**

Prescription Drug reimbursement is subject to and treated as part of any benefit maximums, limitations on Pre-existing Conditions or any other exclusions or limitations contained in this entire Plan. In addition, reimbursement will not be provided for:

1. Drugs and medications not requiring a Prescription, except insulin.
2. Non-medical substances or items.
3. Contraceptive Drugs and certain devices prescribed for birth control; Drugs and medications used to induce non-spontaneous abortions.
4. Dietary supplements, cosmetics, health or beauty aids.
5. Any vitamin, mineral, herb or botanical product, which is believed to have health benefits, but does not have Food and Drug Administration (FDA) approved indication to treat, diagnose or cure a medical condition.
6. Drugs taken while the Eligible Participant are in a Hospital, Skilled Nursing Facility, rest home, sanitarium, convalescent hospital or similar facility.
7. Any Drug labeled "Caution, limited by federal law to investigational use" or Non-FDA approved investigational Drugs, any Drug or medication prescribed for experimental indications (such as progesterone suppositories).
8. Syringes and/or needles, except those dispensed for use with insulin.
9. Durable medical equipment, devices, appliances and supplies.
10. Immunizing agents, biological sera, blood, blood products or blood plasma.
11. Oxygen.
12. Professional charges in connection with administering, injecting or dispensing of Drugs.
13. Drugs and medications dispensed or administered in an outpatient setting, including but not limited to outpatient hospital facilities and doctor's offices.
14. Drugs used for cosmetic purposes.
15. Drugs used for sexual stimulation.
16. Drugs used for treating hair loss.
17. Drugs used for the primary purpose of treating infertility.
18. Anorexiant or Drugs associated with weight loss.
19. Allergy desensitization products, allergy serum.
20. All Infusion Therapy is excluded under this Plan except as specifically stated in the Covered Services section.
21. Drugs for treatment of a condition, illness, or injury for which benefits are excluded or limited by a Preexisting Condition, or other contract limitation.
22. Growth Hormone Treatment.
23. Over the counter medications and Prescription Drugs with a non-prescription (over the counter) chemical and dose equivalent.
24. The replacement of lost or stolen Prescription Drugs.
25. Antihistamines.

## VIII. General Provisions

---

### Third Party Liability

No benefits are payable for any illness, injury, or other condition for which a third party may be liable or legally responsible by reason of negligence, an intentional act, or breach of any legal obligation on the part of such third party. Nevertheless, the Insurer will advance the benefits of this Plan to the Insured Person subject to the following:

1. The Insured Participant agrees to advise the Insurer, in writing, within 60 days of any Insured Person's claim against the third party and to take such action, provide such information and assistance, and execute such paper as the Insurer may require to facilitate enforcement of the claim. The Insured Participant and Insured Person also agree to take no action that may prejudice the Insurer's rights or interests under this Plan. Failure to provide notice of a claim or to cooperate with the Insurer, or actions that prejudice the Insurer's rights or interests, will be material breach of this Plan and will result in the Insured Participant being personally responsible for reimbursing the Insurer.
2. The Insurer will automatically have a lien, to the extent of benefits advanced, upon any recovery that any Insured Person receives from the third party, the third party's insurer, or the third party's guarantor. Recovery may be by settlement, judgment or otherwise. The lien will be in the amount of benefits paid by the Insurer under this Plan for the treatment of the illness, disease, injury or condition for which the third party is liable.

### Coordination of Benefits (COB)

If the Insured Person is covered by more than one group medical plan, the Insured Person's benefits under this Plan will be coordinated with the benefits of those Other Plans, as shown below. These coordination provisions apply separately to each Insured Person, per Calendar year, and are largely determined by law. Any coverage you have for medical benefits will be coordinated as shown below.

### Definitions

The meanings of key terms used in this section are shown below. Whenever any of the key terms shown below appear in these provisions, the first letter of each word will be capitalized. When the Insured Person sees these capitalized words, then he/she should refer to this Definitions provision.

**Allowable Expense** is any necessary, reasonable and customary item of expense, which is at least partially covered by at least one or more plans covering the Insured Person for whom claim is made.

**Other Plan** is any of the following:

1. Group, blanket or franchise insurance coverage, except blanket student accident coverage;
2. Group service plan contract, group practice, group individual practice and other group prepayment coverages;
3. Group coverage under labor management trustee plans, union benefit organization plans, employer organization plans, employee benefit organization plans, or self-insured employee benefit plans.

The term "Other Plan" refers separately to each agreement, policy, contract, or other arrangement for services and benefits, and only to that portion of such agreement, policy, contract, or arrangement, which reserves the right to take the services or benefits of other plans into consideration in determining benefits.

**Primary Plan** is that plan which will have its benefits determined first.

**Secondary Plan** is the plan, which will have its benefits determined after the Primary Plan.

**This Plan** is that portion of this Plan, which provides benefits subject to this provision.

### Order of Benefits Determination

The following rules determine the order in which benefits are payable:

1. A plan, which has no Coordination of Benefits provision, pays before a plan, which has a Coordination of Benefits provision.
2. A plan which covers the Eligible Participant as an Insured Employee pays before a plan that covers the Eligible Participant as an Insured Dependent.
3. For a dependent child covered under plans of two parents, the plan of the parent whose birthday falls earlier in the Calendar Year pays before the plan of the parent whose birthday falls later in the Calendar Year. But if one plan does not have a birthday rule provision, the provisions of that plan determine the order of benefits.

**Exception to Rule 3:** For a dependent child of parents who are divorced or separated, the following rules will be used in place of Rule 3:

- A. If the parent with custody of that child for whom a claim has been made has not remarried, then the plan of the parent with custody that covers that child as an Insured Dependent pays first.
- B. If the parent with custody of the child for whom a claim has been made has remarried, then the order in which benefits are paid will be as follows:
  1. The plan which covers the child as an Insured Dependent of the parent with custody.
  2. The plan which covers the child as an Insured Dependent of the stepparent (married to the parent with custody).
  3. The plan which covered the child as an Insured Dependent of the parent without custody.
  4. The plan which covers the child as an Insured Dependent of the stepparent (married to the parent without custody).

- C. Regardless of (A) and (B) above, if there is a court decree which establishes a parent's financial responsibility for that child's health care coverage, a plan which covers that child as an Insured Dependent of that parent pays first.
4. The plan covering the Insured Participant as a laid-off or retired employee or as an Insured Dependent of a laid-off or retired participant pays after a plan covering the Insured Participant as other than a laid-off or retired participant or the Insured Dependent of such a person. But if either plan does not have a provision regarding laid-off or retired participant, Rule 6 applies.
5. If an Insured Person whose coverage is provided under a right of continuation pursuant to federal or state law is also covered under another plan, the following shall be the order of benefit determination:
  - a. First the benefits of a plan covering the Insured Person as an Employee, member or subscriber or dependent.
  - b. Second the benefits under the continuation coverage.
6. When the above rules do not establish the order of payment, the plan on which the Insured Person has been enrolled the longest pays first unless two of the plans have the same effective date.

### **The Insurer's Rights Under This Provision**

**Right to Receive and Release Needed Information:** Certain facts are needed to apply these COB rules. The Insurer may get material facts from each person claiming benefits and also gather material facts from or give them to any other insurance company or Group Health Benefit Plan administrator with whom the Insurer coordinates benefits.

**Responsibility for Timely Notice:** The Insurer is not responsible for coordination of benefits unless timely information has been provided by the requesting party regarding the application of this provision.

**Reasonable Cash Value:** If any Other Plan provides benefits in the form of services rather than cash payment, the reasonable cash value of services provided will be considered Allowable Expense. The reasonable cash value of such service will be considered a benefit paid, and the Insurer's liability reduced accordingly.

**Facility of Payment:** If payments which should have been made under this Plan have been made under any Other Plan, the Insurer has the right to pay that Other Plan any amount the Insurer determines to be warranted to satisfy the intent of this provision. Any such amount will be considered a benefit paid under This Plan, and such payment will fully satisfy the Insurer's liability under this provision.

**Right of Recovery:** If payments made under This Plan exceed the maximum payment necessary to satisfy the intent of this provision, the Insurer has the right to recover that excess amount from any persons or organizations to or for whom those payments were made, or from any insurance company or service plan.

### **Benefits for Medicare Eligible Insured Persons**

Insured Persons eligible for Medicare receive the full benefits of this Plan, except for those Insured Persons listed below:

1. Insured Persons who are receiving treatment for end-stage renal disease following the first 30 months such Insured Persons are entitled to end-stage renal disease benefits under Medicare, regardless of group size.
2. Insured Persons who are entitled to Medicare benefits as disabled persons, unless the Insured Persons have a current employment status, as determined by Medicare rules, through a Group of 100 or more employees (subject to COBRA legislation).
3. Insured Persons who are entitled to Medicare for any other reason, unless the Insured Persons have a current employment status, as determined by Medicare rules, through a Group of 20 or more employees (subject to COBRA legislation).

In cases where exceptions 1, 2 or 3 apply, the Insurer will determine the Insurer's payment and then subtract the amount of benefits available from Medicare. The Insurer will pay the amount that remains after subtracting Medicare's payment. Please note, the Insurer will not pay any benefit when Medicare's payment is equal to or more than the amount which we would have paid in the absence of Medicare.

**For example:** Assume exception 1, 2 or 3 applies to the Insured Person, and he/she is billed for \$100 of Covered Expense. And assume in the absence of Medicare, the Insurer would have paid \$80. If Medicare pays \$50, the Insurer would subtract that amount from the \$80 and pay \$30. However, if in this example, Medicare's payment is \$80 or more, the Insurer will not pay a benefit.

### **Alternate Cost Containment Provision**

If it will result in less expensive treatment, the Insurer may approve services under an alternate treatment plan. An alternate treatment plan may include services or supplies otherwise limited or excluded by the Plan. It must be mutually agreed to by the Insurer, the Insured Person, and the Insured Person's Physician, Provider, or other healthcare practitioner. The Insurer's offering an alternate treatment plan in a particular case in no way commits the Insurer to do so in another case, nor does it prevent the Insurer from strictly applying the express benefits, limitations, and exclusions of the Plan at any other time or for any other Insured Person.

### **Terms of the Insured Participant's Plan**

1. **Entire Contract and Changes:** The entire contract between the Group and the Insurer is as stated in the Policy and the entire contract between the Insured Participant and the Insurer is as stated in the Certificate of Coverage including the endorsements, application, and the attached papers, if any. No change in the Policy or Certificate of Coverage shall be effective until approved by one of the Insurer's officers. This approval must be noted on or attached to the Certificate of Coverage. No agent may change the Policy or waive any of its provisions.

2. **Payment of Premiums:** Premiums are payable in advance. Premiums must be paid monthly including any contributions the Insured Participant must make. The Insurer may change the premium rates from time to time. The Insurer must give the Group written notice of any premium rate change at least 30 days prior to the change. The Insurer may not increase premiums without first providing written notification to the Group at least 30 days prior to the date the increase is to take effect, with the exception of retroactive premium rate increases related to fraud or the intentional misrepresentation of a material fact.
3. **Grace Period:** There is a Grace Period of 31 days allowed for the payment of each premium after the first premium.
4. **Representations:** All statements made by the Insured Participant or the Group shall be considered representations and not warranties. The Insurer must provide the Insured Participant or the Group with a copy of any statements used to contest coverage.
5. **Time Limit on Certain Defenses/Misstatements on the Application:** After two Calendar Years from the Effective Date of the Policy, the Insurer will not contest the validity of the Policy. After two Calendar Years from the Insured Participant's Effective Date of Coverage, no misstatements on the Eligible Participant's application may be used to:
  - a. void this coverage, or
  - b. deny any claim for loss incurred or disability that starts after the 2 Calendar Year period.

The above does not apply to fraudulent misstatements.

6. **Legal Actions:** The Insured Person cannot file a lawsuit before 60 days after the Insurer has been given written proof of loss. No action can be brought after 3 Calendar Years from the time that proof is required to be given.
7. **Conformity with State Statutes:** If any provision of this Plan which, on its Effective Date, is in conflict with the statutes of the state in which the Policyholder resides, it is amended to conform to the minimum requirements of those statutes.
8. **Provision in Event of Partial Invalidity:** If any provision or any word, term, clause, or part of any provision of this Plan shall be invalid for any reason, the same shall be ineffective, but the remainder of this Plan and of the provision shall not be affected and shall remain in full force and effect.
9. **The Claims Process**  
**Notice of Claim:** Within 20 days after an Insured Person receives Covered Services, or as soon as reasonably possible, he/she or someone on his/her behalf, must notify the Insurer in writing of the claim.

Within 15 days after the Insurer receive the Insured Person's written notice of claim, the Insurer must:

- a. acknowledge receipt of the claim;
- b. begin any investigation of the claim;
- c. specify the information the Eligible Participant must provide to file proof of loss. (The Insurer can request additional information during the investigation if necessary.)
- d. send the Insured Person any forms the Insurer require for filing proof of loss. If the Insurer does not send the forms within this time period, the Insured Person can file proof of loss by giving the Insurer a letter describing the occurrence, the nature and the extent of the Insured Person's claim. The Insured Person must give the Insurer this letter within the time period for filing proof of loss.

**Proof of Loss:** Within 90 days after the Insured Person receives Covered Services, he/she must send the Insurer written proof of loss. If it is not reasonably possible to give the Insurer written proof in the time required, the Insurer will not reduce or deny the claim for being late if the proof is filed as soon as reasonably possible. Unless the Insured Person is not legally capable, the required proof must always be given to the Insurer no later than one Calendar Year from the date otherwise required.

All benefits payable under the Plan will be payable immediately upon receipt of written proof of such loss. Should the Insurer fail to pay the benefits payable under the Plan, the Insurer shall have 15 working days thereafter within which to mail the Insured Person a letter or notice which states the reasons the Insurer may have for failing to pay the claim, either in whole or in part, and which also gives the Insured Person a written itemization of any documents or other information needed to process the claim or any portions thereof which are not being paid. When all of the listed documents or other information needed to process the claim has been received, the Insurer shall then have 15 working days within which to process and either pay the claim or deny it, in whole or in part, giving the Insured Person the reasons the Insurer may have for denying such claim or any portion thereof.

Subject to proof of loss, all accrued benefits payable under the Plan for loss of time will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which the Insurer are liable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of such proof.

**Prompt Payment of Claims:** This provision applies to all Claims related to hospital, medical or surgical expenses. Within 48 hours after receipt of an electronically filed claim by the Insurer or its designated representative, such Insurer or representative shall send an electronic acknowledgment of the date of receipt.

Within 30 business days after receipt of a filed claim by the Insurer or its designated representative, such Insurer or representative shall send an electronic or facsimile notice of the status of the claim that notifies the claimant:

1. Whether the claim is a Clean Claim ; or
2. The claim requires additional information from the claimant.

If the claim is a Clean Claim , then the Insurer or its designated representative shall pay or deny the claim.

If the claim requires additional information, the Insurer or its designated representative shall include in the notice a request for additional information. Within 10 business days after receipt of additional information by the Insurer or its designated representative, the Insurer or its designated representative shall either

1. pay the claim or any undisputed part of the claim; or
2. send an electronic or facsimile notice of receipt and status of the claim:
  - a. That denies all or part of the claim and specifies each reason for denial; or
  - b. That makes a final request for additional information.

Within 5 business days after the day on which the Insurer or its designated representative receives the additional requested information in response to a final request for information, it shall pay the claim or any undisputed part of the claim or deny the claim.

If the Insurer or its designated representative has not paid the claimant on or before the 45 business day from the date of receipt of the claim, the Insurer or its designated representative shall pay the claimant one percent interest per month and a penalty in an amount equal to one percent of the claim per day. The interest and penalty shall be calculated based upon the unpaid balance of the claim as of the 45th business day. The interest and penalty paid shall be included in any late reimbursement without the necessity for the person that filed the original claim to make an additional claim for that interest and penalty. The Insurer may combine interest payments and make payment once the aggregate amount reaches \$100. Any claim which has been properly denied before the 45<sup>th</sup> business day shall not be subject to interest or penalties. Such interest and penalties shall cease to accrue on the day after a petition is filed in a court of competent jurisdiction to recover payment of such claim. Upon a finding by a court of competent jurisdiction that the Insurer or its designated representative failed to pay a claim, interest, or penalty without good cause, the court shall enter judgment for reasonable attorney fees for services necessary for recovery. Upon a finding that a Provider filed suit without reasonable grounds to recover a claim, the court shall award the Insurer reasonable attorney fees necessary to the defense.

Denial of a claim shall be communicated to the claimant and shall include the specific reason why the claim was denied. Any claim for which the health carrier has not communicated a specific reason for the denial shall not be considered denied.

Requests for additional information shall specify all of the documentation and additional information that is necessary to process all of the claim, or all of the claims on a multi-claim form, as a Clean Claim for payment. Information requested shall be reasonable and pertain solely to the Insurer's liability. The Insurer or its designated representative shall acknowledge receipt of the requested additional information to the claimant within 5 calendar days or pay the claim.

**Time Payment of Claims:** Benefits for claims other than for hospital, medical or surgical expenses for a loss covered under this Plan will be paid as soon as the Insurer receives proper written proof of such loss. Any benefits payable to the Eligible Participant and unpaid at the Eligible Participant's death will be paid to the Insured Person's estate.

**Payment of Claims:** The Insurer may pay all or a portion of any indemnities provided for health care services to the participating health care services provider, unless the Insured Participant directs otherwise in writing by the time proofs of loss are filed. The Insurer will pay all or a portion of any indemnities provided for health care services by a nonparticipating health care services provider directly to the Insured Person, unless the Insured Participant directs otherwise in writing by the time proofs of loss are filed. The Insurer cannot require that the services be rendered by a particular health care services provider.

**Assignment of Claim Payments:** The Insurer will recognize any assignment made under the Plan, if:

1. It is duly executed on a form acceptable to the Insurer; and
2. A copy is on file with the Insurer.

The Insurer assumes no responsibility for the validity or effect of an assignment.

Payment for services provided by a Participating Provider is automatically assigned to the provider. The Participating Provider is responsible for filing the claim and the Insurer will make payments to the provider for any benefits payable under this Plan. Payment for services provided by a Non-Participating Provider are payable to the Insured Participant unless assignment is made as above.

**Payment to a Managing Conservator:** Benefits paid on behalf of a covered dependent child may be paid to a person who is not the Insured Participant, if an order issued by a court of competent jurisdiction in this or any other state names such person the managing conservator of the child.

To be entitled to receive benefits, a managing conservator of a child must submit to the Insurer with the claim form, written notice that such person is the managing conservator of the child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as managing conservator. This will not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Insured Participant where the Insured Participant has paid any portion of a medical bill that would be covered under the terms of the Plan.

**Misstatement of Age:** If the age of an Insured Person has been misstated, an adjustment of premiums shall be made based on the Insured Person's true age. If age is a factor in determining eligibility or amount of insurance and there has been a misstatement of age, the insurance coverages or amounts of benefits, or both, shall be adjusted in accordance with the Insured Person's true age. Any such misstatement of age shall neither continue insurance otherwise validly terminated nor terminate insurance otherwise validly in force.

**Right to Recovery:** If the Insurer makes benefit payments in excess of the benefits payable under the provisions of the Plan, the Insurer has the right to recover such excess from any persons to, or for, or with respect to whom, such payments were made.

**Plan Administrator.** In no event will the Insurer be plan administrator for the purpose of compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) or the Employee Retirement Income Security Act (ERISA). The term "plan administrator" refers either to the Group or to a person or entity other than the Insurer, engaged by the Group to perform or assist in performing administrative tasks in connection with the Group's health plan. The Group is responsible for satisfaction of notice, disclosure and other obligations of administrators under ERISA. In providing notices and otherwise performing under the Continuation (COBRA) section of this certificate (if applicable), the Group is fulfilling statutory obligations imposed on it by federal law and, where applicable, acting as the Eligible Participant's agent.

**Waiver of Rights:** Failure by the Insurer to enforce or require compliance with any provision herein will not waive, modify or render such provision unenforceable at any other time, whether the circumstances are or are not the same.

**Physical Exam and Autopsy:** The Insurer has the right to require a medical examination, at reasonable intervals, or an autopsy, where not prohibited by law, when a claim is made. If an examination or autopsy is required, the Insured Participant will not have to pay for it.

**Required Information:** The Group will furnish the Insurer all information necessary to calculate the Premium and all other information that the Insurer may require. Failure of the Group to furnish the information will not invalidate any insurance, nor will it continue any insurance beyond the last day of coverage. The Insurer has the right to examine any records of the Group, any person, company or organization which may affect the Premiums and benefits of the Plan.

The Insurer's right to examine any records that exist:

1. During the time the Plan is in force; or
2. Until the Insurer pay the last claim.

The Insurer is not responsible for any claim for damages or injuries suffered by the Insured Person while receiving care in any Hospital, Ambulatory Surgical Center, Skilled Nursing Facility, or from any Participating or Non-Participating Provider. Such facilities and providers act as independent contractors and not as employees, agents or representatives of the Insurer.

The Insurer will provide written notice to the Insured Participant within a reasonable period of time of any Participating Provider's termination or breach of, or inability to perform under, any provider contract, if the Insurer determines that the Insured Participant or his/her Insured Dependents may be materially and adversely affected, and provide the Insured Participant with a current list of Participating Providers.

The Insurer will provide the Group with an updated list of local Participating Providers annually. If the Insured Participant needs a new provider listing for any other reason, he/she may call the Insurer at, and the Insurer will provide the Insured Participant with one.

The Insurer is entitled to receive from any provider of service information about the Insured Person which is necessary to administer claims on the Insured Person's behalf. This right is subject to all applicable confidentiality requirements. By submitting an application for coverage, the Insured Participant has authorized every provider furnishing care to disclose all facts pertaining to the Insured Participant's and his/her Insured Dependent's care, treatment, and physical condition, upon the Insurer's request. The Insured Participant agrees to assist in obtaining this information if needed.

Payments of benefits under this Plan neither regulate the amounts charged by providers of medical care nor attempt to evaluate those services.

**HOWEVER, THE AMOUNT OF BENEFITS PAYABLE UNDER THIS PLAN WILL BE DIFFERENT FOR NON-PARTICIPATING PROVIDERS THAN FOR PARTICIPATING PROVIDERS.**

**Grievance Procedures:** If the Insured Person's claim is denied in whole or in part, he/she will receive written notification of the denial. The notification will explain the reason for the denial.

The Insured Person has the right to appeal any denial of a claim for benefits by submitting a written request for reconsideration with the Insurer. Requests for reconsideration must be filed within 60 days after receipt of the written notification of denial. When the Insurer receives the Insured Person's written request, the Insurer will review the claim and arrive at a determination.

If the matter is still not resolved to the Insured Person's satisfaction, he/she may request a second review of the claim by sending the Insurer a written request for a second reconsideration. This written request must be filed within 60 days of the Eligible Participant's receipt of the Insurer's written notification of the result of the first review. If the issue involves a dispute over the coverage of medical services, or the extent of that coverage, the second review will be completed by Physician consultants who did not take part in the initial reconsideration. The Insured Person will be informed, in writing, of the Insurer's final decision.

The Insurer shall not take any retaliatory action, such as refusing to renew or canceling coverage, against the Eligible Participant or the Group because the Eligible Participant, the Group, or any person acting on the Eligible Participant's or the Group's behalf, has filed a complaint against the Insurer or has appealed a decision made by the Insurer.

The Insurer will meet any Notice requirements by mailing the Notice to the Group at the billing address listed on our records. The Group will meet any Notice requirements by mailing the Notice to:

4 Ever Life Insurance Company  
2 Mid America Plaza, Suite 200  
Oakbrook Terrace, Illinois 60181  
(800) 621-9215

### **Dispute Resolution**

All complaints or disputes relating to coverage under this Plan must be resolved in accordance with the Insurer's grievance procedures. Grievances may be reported by telephone or in writing. All grievances received by the Insurer that cannot be resolved by telephone conversation (when appropriate) to the mutual satisfaction of both the Insured Person and the Insurer will be acknowledged in writing, along with a description of how the Insurer propose to resolve the grievance.

The Insurer shall not take any retaliatory action, such as refusing to renew or canceling coverage, against the Insured Participant and his/her Insured Dependents or the Group because the Insured Participant's, the Group's, or any person's action on the Insured Person's or the Group's behalf, has filed a complaint against the Insurer or has appealed a decision made by the Insurer.

### **Appeal Process**

#### **Expedited Claim Appeal**

When an appeal concerns (a) health care services, including, but not limited to, procedures or treatments, for an enrollee with an ongoing course of treatment ordered by a health care provider, the denial of which could significantly increase the risk to an enrollee's health, or (b) a treatment referral, service, procedure, or other health care service, the denial of which could significantly increase the risk to an enrollee's health, you may request your appeal to be expedited.

Upon submission of an expedited appeal, you will be notified as soon as possible, but no later than 72 hours after the appeal is filed and the review agent receives all information necessary to complete the appeal.

#### **First Level Appeal**

If your Claim is denied (in whole or in part), you will receive a written explanation of the denial. Should your Claim be denied, you may appeal your Claim. You may submit any additional information and comments on your Claim and you must request an appeal no later than 60 days after the denial by writing to:

**Worldwide Insurance Services, LLC**  
**One Radnor Corporate Center, Suite 100**  
**Radnor, PA 19087**  
**Telephone number: 1.855.282.3517**

Also, you may review any pertinent documents held by our Authorized Administrator if you make an appointment in writing to do so. If we require additional information, we will advise you within the first three days of your request.

Within 15 days of receiving your appeal request, our Authorized Administrator will send you its decision on the Claim.

You may have someone else represent you in this appeal procedure as long as you inform our Authorized Administrator, in writing, of the name of the person who will represent you.

**Second Level Appeal**

If your first level appeal is unsuccessful, and you want your appeal to be reviewed, you may request a second level appeal. You must request a second level appeal no later than 60 days after the first level appeal by writing to:

**Worldwide Insurance Services, LLC**  
**One Radnor Corporate Center, Suite 100**  
**Radnor, PA 19087**  
**Telephone number: 1.855.282.3517**

Also, you may review any pertinent documents held by our Authorized Administrator if you make an appointment in writing to do so. You may add information to the file by submitting it in writing.

Within 15 days of receiving your appeal request, our Authorized Administrator will send you its decision on the Claim.

You may have someone else represent you in this appeal procedure as long as you inform our Authorized Administrator, in writing, of the name of the person who will represent you.