



## CERTIFICATE OF INSURANCE

The following states the name of the insured employee, whether dependent coverage is provided, the employee's original effective date, the date of the most recent change, and the types of insurance in effect for the insured.



## SCHEDULE OF BENEFITS

Maximum Benefit Amount	5,000,000
In-Network Benefits	
Calendar Year Deductible	
In-Network Individual Deductible Amount	
In-Network Family Deductible Amount	
In-Network Coinsurance Percentage	
Office Visit Copay Amount	
Emergency Room Access Fee	75
In-Network Maximum Coinsurance Share Per Calendar Year	
Per Individual	
Per Family	
Out of Network Benefits	
Calendar Year Deductible	
Out of Network Individual Deductible Amount	
Out of Network Family Deductible Amount	
Out of Network Coinsurance Percentage	
Non-preferred Provider Hospital Inpatient Admission Copay	250
Reasonable & Customary Percentile Level	60th
Out of Network Maximum Coinsurance Share Per Calendar Year	
Per Individual	
Per Family	
Home Health Care	
Maximum Number of Visits	
Nursing Facility	
Maximum Number of Days	
Transplant Benefit	
Designated Transplant Facility	100%
Non-designated Transplant Facility	
70% of first \$100,000 after the Deductible	
100% thereafter for the remainder of the Calendar Year	

Prescription Drug Card Benefit	
Calendar Year Prescription Deductible	0
Prescription Copay Amount	
Generic Prescription Copay Amount	10 or 10% of the cost of the drug, whichever is greater
Preferred Brand Prescription Copay Amount	25 or 25% of the cost of the drug, whichever is greater
Brand Prescription Copay Amount	40 or 40% of the cost of the drug, whichever is greater
Mail Order Prescription Copay Amount	
Generic Mail Order Prescription Copay Amount	30
Preferred Brand Mail Order Prescription Copay Amount	75
Brand Mail Order Prescription Copay Amount	120
Optional Benefits	
Wellness Benefit for Preventive Health Care (Preferred Provider Only)	
Copay Amount for Preventive Health Care Exam	
Maximum Wellness Benefit	
Pregnancy Like Any Illness	
Federal Continuation of Health Insurance Coverage After Termination	

## **YOUR PREFERRED PROVIDER PLAN**

THERE MAY BE BENEFITS DESCRIBED IN THIS PLAN THAT ARE NOT INCLUDED IN YOUR PLAN. YOU ARE ONLY INSURED FOR THOSE INSURANCE BENEFITS CHOSEN BY YOUR EMPLOYER. THE SCHEDULE OF BENEFITS LISTS THE BENEFITS THAT YOUR EMPLOYER CHOSE TO OFFER YOU. YOUR CERTIFICATE OF INSURANCE LISTS THE BENEFITS THAT YOU ARE INSURED FOR. ANY BENEFITS OR PROVISIONS SHOWN TO BE "EXCLUDED" ON THE SCHEDULE OF BENEFITS OR YOUR CERTIFICATE OF INSURANCE ARE NOT PART OF YOUR PLAN AND DO NOT APPLY TO YOU.

This certificate booklet summarizes the group insurance benefits of the policy. It outlines what you must do to be insured. It explains how to file claims. It is your certificate while you are insured.

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## DEFINITIONS

### ALLOWABLE EXPENSE

Any medically necessary, regular, reasonable & customary item of expense of health care, when the item is covered at least in part by one of the group-type plans. The difference between the cost of a private hospital room and a semiprivate hospital room is only considered an allowable expense when the patient's stay in a private room is certified as medically necessary by the patient's physician, or when the hospital lacks an available semiprivate hospital room for the patient.

### APPROVED TRANSPLANT SERVICES

Means services and supplies for organ transplants when provided at or arranged by a designated transplant facility. Such services include, but are not limited to, hospital charges, physician charges, organ procurement and tissue typing, and ancillary services related to the organ transplant.

It does not mean the cost of any clinical trial therapies, regimens, or combinations, thereof, any drugs or pharmaceuticals in connection with an approved clinical trial, any costs associated with the provision of any goods, services, or benefits that are generally furnished without charge in connection with an approved clinical trial program for treatment of cancer, any additional costs associated with the provision of any goods, services, or benefits that previously have been provided to, paid for, or reimbursed, or any other similar costs. It does not include costs for treatments or services prescribed for the convenience of the insured or physician.

### CALENDAR YEAR

January 1 through December 31.

### CERTIFICATE OF INSURANCE

A list which states the benefits an insured employee is insured for under this policy.

### CHILD, CHILDREN

1. The insured employee or insured employee's spouse's:
  - a. natural born child;
  - b. legally adopted child who is in the custody of the insured pursuant to an interim court order of adoption vesting temporary care of the child to the insured;
  - c. step child; or
  - d. any other child that has been declared the legal responsibility of the insured employee or insured employee's spouse.
2. The child must be unmarried, depend on the insured for full maintenance and support, not be eligible for group insurance as an employee, and be:
  - a. under 19 years of age; or
  - b. age 19 to 25, and a student in classroom attendance at an accredited secondary school, college, or university, on a full-time basis as defined by the institution. A dependent child will be considered an eligible child between school terms for up to four months, if enrolled as a full-time student for the following school term. This four months will not apply to dependent children who graduate. A dependent child who, under orders of a physician, drops below full-time during a school term as a result of an illness or injury, will be considered an eligible child through the end of the current school term, i.e. semester or quarter. Other dependent children who drop below full-time will no longer be considered an eligible child as of the date the child drops below full-time.
  - c. incapable of self-sustaining support because of a handicapped condition. The child must have become incapable before he/she became 19 years of age.

### CLEAN CLAIM

Means a claim containing all information needed to make a determination as to any benefits due.

## **COINSURANCE**

Means the designated percentage that we will pay per insured per calendar year in excess of any applicable deductibles for covered expense. The coinsurance percentage for different types of services is shown on the Schedule of Benefits.

## **COMPLICATIONS OF PREGNANCY**

Pregnancy complicated by concurrent disease or abnormal conditions significantly affecting usual medical management, such as, but not limited to:

1. extra-uterine pregnancy;
2. severe toxemic disorders;
3. severe puerperal sepsis;
4. spontaneous miscarriage;
5. severe hemorrhage;
6. any complications of pregnancy requiring delivery by cesarean section.

Complication of pregnancy does not include:

1. false labor;
2. occasional spotting;
3. physician prescribed rest;
4. morning sickness;
5. induced abortion;
6. elective cesarean section;
7. maternal age;
8. repeat cesarean section, unless necessary because of existing medical complications.

## **COPAY**

The specified dollar amount that you are required to pay towards a covered expense. Copay amounts for different services are shown on the Schedule of Benefits.

## **COVERED EXPENSES**

The medically necessary, regular, reasonable & customary charges for medical services and supplies that are incurred:

1. by an insured while this policy is in force; and
2. before this insurance ends; and
3. for the treatment of an illness or injury.

## **CUSTODIAL CARE**

Care which is primarily for the purpose of meeting personal needs. It can be provided by persons without professional skills or training. Examples are help in walking, getting in and out of bed, bathing, eating, dressing, taking medicine. Custodial care also includes supervision of the patient for safety reasons.

## **DENTAL**

Any care or treatment or surgery relating to the teeth or gums, including but not limited to preventative dental care, extractions, restorations, endodontics, periodontics, prosthodontics, oral surgery for any condition which is caused by or related to a problem of the teeth, or any appliances which rest upon or are attached to the teeth. For the purposes of this policy, all care, surgery, or treatment of this type will be considered dental treatment or surgery, regardless of the origin of the condition which caused the treatment or surgery.



**DEPENDENT**

The spouse and the child or children of the employee, who are not themselves insured as employees under the policy.

**DESIGNATED TRANSPLANT FACILITY**

Means a facility which has entered into an agreement through a national organ transplant network to render approved transplant services to our insureds. The designated transplant facility may or may not be located within the insured's geographic area. A list of designated transplant facilities is available from us.

**DURABLE MEDICAL EQUIPMENT**

Durable medical equipment is medical equipment:

1. which is preauthorized by us;
2. is used repeatedly;
3. serves a medical purpose;
4. would not be useful to a person without an injury or illness; and
5. is appropriate for treating an illness or injury in the home.

It includes blood glucose monitors, blood glucose monitors for the legally blind, cartridges for the legally blind, lancets, and lancing devices.

The following items are not considered durable medical equipment, and are not covered under this policy:

1. air purifiers or cleaners, air conditioners, humidifiers, dehumidifiers, vaporizers, or heaters;
2. any equipment which provides comfort or convenience;
3. structure or vehicle alterations, ramps, or elevators;
4. whirlpools, exercise machines of any type, swimming pools, hot tubs;
5. computers or communication devices;
6. heating pads, heat lamps, duplicate equipment; or
7. similar types of items or equipment.

**EFFECTIVE DATE**

The date this policy is put in force or the date the insured is added to this policy.

**ELIGIBLE**

Meets the qualifications to apply for insurance.

**EMERGENCY CARE**

Means covered expense for services for treatment of an injury or emergency medical condition that reasonably requires the insured to seek immediate medical care, under circumstances, or at locations which preclude the insured from obtaining needed medical care from a Preferred Provider.

It does not mean covered expense for services provided by a non-preferred provider once a referral can be made to safely transfer the patient to the care of a preferred provider.

**EMERGENCY SERVICES**

Means those medical and health services provided to treat a medical condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to, severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to 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; or
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

**EMPLOYEE**

A person employed by the Policyholder on a permanent full-time basis. He/she must meet the qualifications described in the Policyholder's Policy Schedule. It does not mean temporary, part-time, or seasonal employees.

**ENROLLMENT DATE**

The earlier of the date of enrollment of the individual in the policy, or the first day of the waiting period for enrollment.

**EQUIVALENT GENERIC DRUG**

Means a drug that the RX Company has classified as safe, equivalent to, and as effective as the brand name drug that would otherwise have been prescribed.

**EXPERIMENTAL/INVESTIGATIONAL**

Means any service, supply, or treatment that is not commonly and customarily recognized by the physician's profession and within the United States as appropriate treatment of the patient's diagnosed illness or injury and determined to be of proven effectiveness by the appropriate National Scientific Organization related to the diagnosed illness or injury.

A medical treatment, procedure, drug or device that is approved through clinical trials will be considered experimental or investigational if reliable evidence shows it is the subject of ongoing phase I, II, or III clinical trials or understudy to determine its safety, efficacy, or its efficacy as compared with the standard means of treatment or diagnosis, and reliable evidence shows that the consensus of opinion among experts is that further studies or clinical trials are necessary to determine its safety, efficacy or efficacy as compared with the standard means of treatment or diagnosis, and approval has not been given by the United States Food and Drug Administration at the time it is furnished.

**EVIDENCE OF INSURABILITY**

Evidence of good health acceptable to us.

**FAMILY**

The spouse and children of the insured employee, who are insured as a family unit under the insured employee's certificate number.

**FAMILY STATUS CHANGE**

A marriage, a birth, an adoption, or a child being placed for adoption.

**FORMER POLICY**

The Policyholder's terminated group health policy that was replaced by this policy.

**GROUP HEALTH PLAN**

An employee welfare benefit plan that provides medical care to employees or their dependents directly or through insurance, reimbursement, or otherwise.

**GROUP-TYPE PLAN**

1. Group or blanket insurance coverage;
2. Prepayment plans (including Blue Cross-Blue Shield plans);
3. Union welfare plans;
4. Plans growing out of an employee-employer relationship;
5. Any statutory plans;
6. The medical benefits coverage in group automobile contracts, in group or individual automobile no-fault contracts, and in traditional automobile "fault" type contracts.

## **HEALTH INSURANCE COVERAGE**

Benefits consisting of medical care under any hospital or medical service policy or certificate, hospital or medical service plan contract, or health maintenance organization contract offered by a health insurance issuer.

## **HOME HEALTH CARE**

Care and treatment of an insured under a plan of care established by his/her physician. The plan must be submitted to us in writing, and be pre approved by us. The plan of care must be reviewed at least every two months by your physician.

It consists of the medically necessary services for:

1. part-time or intermittent home nursing care by or under the supervision of a registered nurse (R.N.).
2. part-time or intermittent home health aide services, which solely consist of caring for the patient, and which are provided under the supervision of a R.N. or medical social worker.
3. physical, respiratory, occupational or speech therapy.
4. nutrition counseling provided by or under the supervision of a registered dietitian.
5. evaluation and development of a home health plan by a R.N., physician extender or medical social worker, when approved or requested by the primary care physician.

The home health care services must be provided or coordinated by a state-licensed or Medicare-certified home health agency or rehabilitation agency.

Up to 4 consecutive hours of care will be considered one home health care visit.

## **HOSPICE**

An agency that provides a coordinated program of home and inpatient care for the special physical, psychological, and social needs of terminally ill persons and their families. The hospice agency must:

1. be certified or licensed as a hospice by the state in which they are operating;
2. operate under the direct supervision of a physician;
3. provide services 24 hours a day, seven days a week; and
4. maintain medical records on each patient.

## **HOSPICE CARE**

Care and treatment provided by a hospice for a terminally ill person and the immediate family members of the person if they are covered under this policy.

## **HOSPITAL**

Means a place which:

1. is legally operated for the inpatient care and treatment of ill or injured persons;
2. is mainly engaged in providing medical and diagnostic services;
3. has continuous 24 hour nursing services; and
4. has a staff of one or more physicians available at all times.

It does not mean:

1. a rest, nursing, or convalescent home;
2. a facility or institution mainly for the treatment of alcoholics or drug addicts; or
3. a facility primarily affording custodial or educational care for persons suffering from mental diseases or disorders.

## **ILLNESS**

A disease process that causes the abnormal function of:

1. an organ;
2. a system of the body; or
3. the whole body.

It must be caused by:

1. a pathogenic change; or
2. a psychological disturbance.

It is also a pregnancy or complication of pregnancy. It also means a mental illness/nervous disorder.

## **IMMEDIATE FAMILY**

The insured's spouse, children, parents, brothers and sisters.

## **INJURY**

Bodily injury caused by an accident which occurs while insured under this policy.

## **INFERTILITY**

The inability to conceive after one year of unprotected sexual intercourse or the inability to sustain a successful pregnancy.

## **IN-NETWORK**

Means covered expense provided by a preferred provider.

## **IN-NETWORK COINSURANCE SHARE**

The amount of covered expense that an insured must pay for services provided by a preferred provider, after we have paid the coinsurance amount. In-Network coinsurance share does not include:

1. any copay or deductible amounts;
2. expense an insured would pay because of our payment of 50% benefit under any "Limitations to Health Benefits Provided by This Policy";
3. any amount the insured had to pay under the prescription drug card benefit;
4. any penalty for noncompliance with plan requirements;
5. any out of network coinsurance share; or
6. expense an insured would pay as a result of an organ transplant at a non-designated transplant facility.

The In-Network maximum coinsurance share for a calendar year is shown on the Schedule of Benefits.

## **IN-NETWORK DEDUCTIBLE**

The amount of covered expense for services provided by a preferred provider that must be incurred in a calendar year by an insured before any covered expense is paid by us. It is equal to the lesser of:

1. the amount specified under the In-Network Individual Deductible amount shown on the Schedule of Benefits.
2. the amount needed to satisfy the In-Network Family Deductible amount shown on the Schedule of Benefits.

The amount of covered expense that is incurred during the last three months of a calendar year and applied to that year's In-Network deductible for an insured, will be used to reduce the In-Network Individual Deductible for that insured for the following calendar year.

Copay, Out of Network Deductible, and prescription deductible and copay amounts will not be used to satisfy the In-Network deductible amount.

**IN-NETWORK FAMILY DEDUCTIBLE**

The maximum amount of deductible an insured family must pay in a calendar year for services provided by preferred providers. This amount is shown on the Schedule of Benefits. The In-Network Family Deductible may be satisfied by combining all amounts applied to In-Network Individual Deductibles for the insured employee and the insured employee's dependents for the calendar year. However, only covered expense that is incurred in a calendar year and applied to that same calendar year's In-Network Individual Deductible can be used to satisfy the In-Network Family Deductible.

**IN-NETWORK INDIVIDUAL DEDUCTIBLE**

The maximum amount of major medical deductible that an individual insured must pay in a calendar year for services provided by preferred providers.

**INPATIENT**

Means a confinement in a hospital that results in the hospital making a room and board charge. An overnight stay in an observation unit of a hospital or licensed ambulatory surgical facility will be considered an inpatient stay for pre-certification purposes.

**INSURED**

Means any insured employee or insured dependent who is covered for benefits under this policy.

**INTENSIVE CARE**

Means a separate area in a hospital for the inpatient care of patients who are critically ill, which:

1. provides constant nursing care which is not usual in other rooms and wards;
2. has special lifesaving equipment which is immediately available at all times; and
3. has at least one R.N. on duty at all times.

**LATE ENROLLEE**

Means an eligible employee or dependent who applies more than 30 days after:

1. the date he/she became eligible under this policy; or
2. a special enrollment period.

**MAIL ORDER PRESCRIPTION COPAY AMOUNT**

The amount the insured must pay for each prescription order obtained through the mail service program.

**MAINTENANCE MEDICATION**

Means a medication designated by RX Company as being a maintenance medication, and listed on the RX Company's maintenance medication list.

**MAXIMUM BENEFIT**

The maximum amount of benefit that will be paid for all covered expense for each insured while he/she is insured under this policy. It is shown on the Schedule of Benefits.

On January 1 of each year, each insured person who has benefits charged to his/her maximum benefit will automatically have an amount reinstated for future use. The amount to be reinstated each year will be \$1000.00 or the amount the insured has received in benefit during the preceding calendar year, whichever is less.

If the insured employee's insurance terminates solely because his/her maximum benefit is exhausted, his/her insurance will be considered to continue in order to determine if his/her dependents are eligible for this policy.

**MEDICALLY NECESSARY**

Means treatment that:

1. is not experimental/investigational in nature;
2. is not done mainly as a convenience to the patient or provider;
3. is commonly accepted as proper care or treatment of the condition by the American medical community;
4. is performed solely for the benefit of the patient; and
5. meets professionally recognized national standards of quality.

**MEDICARE**

Title XVIII of the Social Security Act as amended.

**MENTAL ILLNESS/NERVOUS DISORDER**

Includes:

1. neuroses, psycho neuroses, psychopathy, psychosis or other emotional disorder;
2. affective disorders (including bipolar disorder and major depression);
3. Tourette's disorder;
4. panic disorder;
5. attention deficit disorder;
6. conduct disorder;
7. adjustment disorder;
8. biologically based mental illness, including schizophrenia, paranoid and other psychotic disorders, bipolar disorders, major depressive disorders, schizo-affective disorders, obsessive-compulsive disorders, pervasive developmental disorders, and autistic disorders; and
9. similar conditions or illnesses.

**MINOR**

A person who is under the legal age of competence.

**NEWBORN CHILD**

A dependent child born to the employee while he/she is insured under this policy.

**NEW ENROLLEE**

Means an eligible employee or dependent who applies for insurance within 30 days of his/her date of eligibility under this policy.

**NON-DESIGNATED TRANSPLANT FACILITY**

Means a facility that has not entered into a specific national organ transplant network agreement that we designate to provide Approved Transplant Services for our insureds.

**NON-PREFERRED PROVIDER**

Means any medical provider who has not entered into a written agreement with us or a Preferred Provider Organization under contract with us to provide services to our insureds at a negotiated rate. However, it does not mean a provider within 50 miles of the insured's residence if the nearest Preferred Provider is more than 50 miles from the insured's residence.

## **NURSING FACILITY**

Means a legally operated institution or a part of an institution for the treatment of inpatients. Treatment must be under the supervision of a Physician. It must provide 24 hour nursing service under the supervision of an R.N. It must maintain daily medical records of each patient. This definition does not include:

1. a rest home or home for the aged;
2. an institution, nor a unit of an institution, used for custodial or educational care;
3. an institution, nor a unit of an institution, used for the treatment of alcoholics, drug addicts, or the mentally ill.

## **OUT OF NETWORK**

Means covered expense provided by a non-preferred provider.

## **OUT OF NETWORK COINSURANCE SHARE**

The amount of covered expense that an insured must pay for services provided by a non-preferred provider after we have paid the coinsurance amount. Coinsurance share does not include:

1. any copay or deductible amounts;
2. expense an insured would pay because of our payment of 50% benefit under any "Limitations to Health Benefits Provided by This Policy";
3. any amount the insured had to pay under the prescription drug card benefit;
4. any penalty for noncompliance with plan requirements;
5. any In-Network coinsurance share; or
6. expense an insured would pay as a result of an organ transplant at a non-designated transplant facility.

The Out of Network Coinsurance Share is shown on the Schedule of Benefits.

## **OUT OF NETWORK DEDUCTIBLE**

The amount of covered expense for services provided by a non-preferred provider that must be incurred in a calendar year by an insured before any covered expense is paid by us. It is equal to the lesser of:

1. the amount specified under the Out of Network Individual deductible amount shown on the Schedule of Benefits.
2. the amount needed to satisfy the Out of Network Family Deductible amount shown on the Schedule of Benefits.

The amount of covered expense that is incurred during the last three months of a calendar year and applied to that year's Out of Network deductible for an insured, will be used to reduce the Out of Network Individual Deductible for that insured for the following calendar year.

Copay, In-Network deductible, and prescription deductible and copay amounts will not be used to satisfy the Out of Network amount.

## **OUT OF NETWORK FAMILY DEDUCTIBLE**

The maximum amount of deductible an insured family must pay in a calendar year for services provided by a non-preferred provider. This amount is shown on the Schedule of Benefits. The Out of Network Family Deductible may be satisfied by combining all amounts applied to Out of Network Individual Deductibles for the insured employee and the insured employee's dependents for the calendar year. However, only covered expense that is incurred in a calendar year and applied to that same calendar year's Out of Network Individual Deductible can be used to satisfy the Out of Network Family Deductible.

## **OUT OF NETWORK INDIVIDUAL DEDUCTIBLE**

The maximum amount of major medical deductible that an individual insured must pay in a calendar year for services provided by non-preferred providers.

**PHYSICIAN**

Means a practitioner of the healing arts, licensed by the state he/she practices in. He/she must be performing only those services he/she is licensed to perform.

**POLICYHOLDER** The employer listed as the policyholder on the face page of the policy

**PREFERRED PHYSICIAN**

Means any physician who has entered into a written agreement to provide services to our insureds at a negotiated rate through a direct contract with us, or through a Preferred Provider Organization under contract with us. We recommend that you verify with us that the provider you are using or considering is currently a preferred provider.

**PREFERRED PROVIDER**

Means a medical provider who has entered into a written agreement to provide services to our insureds at a negotiated rate through a direct contract with us, or through a Preferred Provider Organization under contract with us. We recommend that you verify with us that the provider you are using or considering is currently a preferred provider.

**PRESCRIPTION COPAY**

The amount the insured must pay after the prescription deductible has been met for each prescription order for the lesser of a 34 day supply or 100 unit doses, obtained at a retail pharmacy. It is shown on the Policyholder's Schedule of Benefits and the insured's Certificate of Insurance.

**PRESCRIPTION DEDUCTIBLE**

The amount of covered prescription expense that must be incurred by each insured in a calendar year, before any benefit is payable under the prescription drug card program. It is shown on the Policyholder's Schedule of Benefits and the insured's Certificate of Insurance. Any expense applied to the prescription deductible cannot be used to satisfy any other deductible amount. Any expense applied to any other deductible amount cannot be used to satisfy the prescription deductible.

**PROOF OF INCAPACITY**

Medical proof that a dependent child is incapable of self-support, and solely dependent on the insured for maintenance and support due to mental retardation or physical handicap.

**PROOF OF LOSS**

Consists of:

1. a properly completed claim form; and
2. any other information we need to process the claim.

**QUALIFYING CREDITABLE COVERAGE**

Coverage by an individual under:

1. A group health plan.
2. Health insurance coverage.
3. Part A or Part B Medicare pursuant to Title XVIII of the federal Social Security Act.
4. Medicaid pursuant to Title XIX of the federal Social Security Act, other than coverage consisting solely of benefits under section 1928 of that Act.
5. 10 U.S.C. ch. 55.
6. A health or medical care program provided through the Indian health service or a tribal organization.
7. A state health benefits risk pool.
8. A health plan offered under 5 U.S.C. ch. 89.
9. A public health plan as defined under federal regulations.



10. A health benefit plan under section 5(e) of the federal Peace Corps Act, 22 U.S.C. s 2504(e).
11. An organized delivery system licensed by the director of public health.
12. A short-term limited duration policy.

Days of creditable coverage that occur before a significant break in coverage will not be counted as qualifying creditable coverage.

Days in a waiting period are not counted as creditable coverage.

### **REGULAR, REASONABLE & CUSTOMARY**

The lessor of:

1. the actual charge;
2. what the provider would accept for the same service or supply in the absence of insurance;
3. the reasonable charge as determined by Pekin Life Insurance Company, based upon the Regular, Reasonable & Customary percentile level purchased by the Policyholder and/or factors deemed appropriate by Pekin Life Insurance Company;
4. the amount the provider has agreed to charge under a preferred provider agreement with Pekin Life Insurance Company.

Reasonable and customary for surgery will be determined as follows:

1. for multiple surgical procedures performed at the same operative session, we will allow up to 100% of the regular, reasonable and customary amount for the first surgical procedure, 50% of the regular, reasonable and customary amount for the second surgical procedure, and 25% of the regular, reasonable and customary amount for each additional surgical procedure;
2. for charges by an assistant surgeon, we will allow up to 20% of the amount allowed for the primary surgical procedure when an assistant is deemed medically necessary.

### **SALARY**

The basic salary of the insured employee. It does not include commission, overtime or bonuses.

### **SCHEDULE OF BENEFITS**

A list which states those benefits the Policyholder has decided to offer to his/her insured employees.

### **SIGNIFICANT BREAK IN COVERAGE**

A period of 63 consecutive days during all of which an individual did not have any qualifying creditable coverage. Waiting periods are not taken into account in determining if a significant break in coverage has occurred.

### **SPOUSE**

Wife or husband.

### **TERMINALLY ILL PERSON**

A person who has been diagnosed by a physician as having a life expectancy of six months or less.

### **TOTAL DISABILITY**

Continuous inability to perform any and all duties of the insured's job. For a dependent insured who does not work, it means inability to perform all of the normal activities of a person of the same age or sex. Total disability must be certified by a physician. The person must be receiving treatment by a physician.

## **TREATMENT**

Means:

1. any examination, diagnostic test, or actual treatment by a physician of an illness or injury or symptoms of an illness or injury; or
2. any medication or other service or supply dispensed in regard to an illness or injury or symptoms of an illness or injury.

## **WE, US**

Pekin Life Insurance Company

## **WELL-CHILD CARE**

Means pediatric services appropriate to the age of a child from birth to age seven as defined by current Recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics. Pediatric preventive services shall include a history and complete physical examination as well as developmental assessment, anticipatory guidance, immunizations, vision and hearing screening, and laboratory services including, but not limited to, screening for lead exposure as well as blood levels.

## **YOU, YOUR**

An insured employee or insured dependent.

### **DATES OF ELIGIBILITY FOR THIS INSURANCE**

Only eligible employees and dependents are entitled to the insurance provided by this policy.

A person who is an employee will be eligible for insurance after he/she has satisfied any waiting period specified on the Policyholder's Policy Schedule. His/her dependents will be eligible on that date also.

An employee is considered as having eligible dependents on the date:

1. he/she is legally married; or
2. when his/her first child is born if he/she is unmarried; or
3. the court orders coverage be provided under this policy for a spouse, minor, or dependent.

### **EFFECTIVE DATE OF INSURANCE**

To have the insurance provided by this policy, all eligible employees and dependents must apply by submitting an application completed in writing. The insurance becomes effective as follows:

#### **1. NEW ENROLLEES**

- a. If an employee applies on or before the date he/she is eligible, the employee will become insured on the date that he/she is eligible. If the employee applies for his/her dependents on or before the date they are eligible, they will become insured on the date they are eligible.
- b. If an employee applies within 30 days after the date he/she is eligible, the employee will become insured on the premium due date following the date he/she applies. If an employee applies for his/her dependents within 30 days after the date they are eligible, they will become insured on the premium due date following the date the employee applies.

#### **2. LATE ENROLLEES**

A late enrollee will become insured on the January 1st, following the date he/she applies. He/she should apply during November of the year prior to the January 1st he/she wants to become insured.

#### **3. NEWBORN CHILDREN**

A newborn child be insured from birth, if:

- a. all other eligible children of the insured employee are insured under the employee's certificate under this policy at the time of the newborn's birth; or
- b. the insured applies for coverage and pays any premium due within 60 days after the newborn's birth.

A well newborn's initial confinement will only be considered covered expense if we are paying benefit for the pregnancy under the optional benefit titled "Pregnancy Like Any Other Illness".

The coverage shall consist of coverage for injury or sickness including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities and is not subject to any preexisting condition exclusion.

#### **4. ADOPTED CHILDREN**

An adopted child will be eligible to be insured under this policy from the earliest of the following dates:

- a. the date of placement of the child for the purpose of adoption;
- b. the date of entry of an order granting the insured custody of the child for purposes of adoption; or
- c. the effective date of adoption;

but only if:

- a. all other eligible children of the insured employee are insured under the employee's certificate under this policy at the time the adopted child is first eligible to be insured under this policy; or
- b. the insured applies for coverage and pays any premium due within 60 days after the adopted child is first eligible to be insured under this policy.

The coverage shall consist of coverage for injury or sickness including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities and is not subject to any preexisting condition exclusion.

#### **5. SPECIAL ENROLLMENT PERIOD**

##### **A. For Persons Who Previously Declined Coverage**

A person who previously declined coverage in writing because they were covered under another group health plan or health insurance coverage may have a 30 day special enrollment period if they lose that coverage.

The 30 day special enrollment period will begin for that person on:

1. the day the person loses his/her coverage under another group health plan or health insurance coverage because of:
  - a. a reduction in the number of hours of employment;
  - b. termination of employment;
  - c. termination of employer contributions;
  - d. the COBRA continuation provision that they were covered under is exhausted under the other group health plan or health insurance coverage; or
  - e. legal separation, divorce, or death.

Coverage will become effective on the premium due date following the date the person applies.

##### **B. For Persons Having a Family Status Change**

A person will have a 30 day special enrollment period to apply for coverage beginning on the date a family status change occurs.

In the case of a family status change due to marriage, coverage will begin on the earlier of the next premium due date or the first day of the month, after the completed application is received.

In the case of a family status change due to the birth of a dependent child, coverage will begin on the child's date of birth, if application is made during the special enrollment period.

In the case of a family status change due to adoption or placement for adoption, coverage will begin on the date of the adoption or placement for adoption, if application is made during the special enrollment period.

## **6. DEFERRED EFFECTIVE DATES**

An employee must be at work on the date insurance begins. If the employee is not at work and it is for a reason that is not health status related, insurance does not begin until he/she returns to work. If insurance is to be effective on a non-work day, the employee must have worked the previous scheduled work day unless the absence was approved or it was health status related.

## **7. BENEFIT CHANGES**

An insured employee must be at work on the date a benefit change occurs. If the employee is not at work and it is for a reason that is not health status related, the benefit change will not occur until he/she returns to work. If the benefit change is to occur on a non-work day, the employee must have worked the previous scheduled work day unless the absence was approved or it was health status related.

### **TERMINATION OF INSURANCE OF INSURED**

1. The insurance of an insured employee will end on the earliest of the following dates:
  - a. the date that any portion of the premium that is due is not paid;
  - b. the premium due date following the date he/she is no longer an employee;
  - c. the date that this entire policy terminates.
2. The insurance of an insured dependent will end on the earliest of the following dates:
  - a. the date the insured employee's insurance terminates. If the insured employee's insurance terminates because he/she dies, dependent health coverage will remain in effect until the premium due date following 90 days after the insured employee's death;
  - b. the premium due date following the date he/she no longer meets the definition of a dependent as defined in this policy. An insured dependent child who is losing coverage because he/she is turning 19 years of age, and who because of a handicapped condition is incapable of self-support, may be continued under this insurance while remaining incapacitated, unmarried, and dependent on his or her parents or other care providers for lifetime care and supervision. We may request proof of incapacity from time to time, but not before 2 months prior to the date his/her insurance would otherwise end. If proof of incapacity is not received within 31 days after it is requested, the child will not be considered an insured dependent. If we do not request proof of incapacity, coverage for this child shall extend through the term of the policy, or any extension or renewal of the policy.
  - c. the date that any portion of the premium that is due is not paid.

### **CLAIMS**

#### **NOTICE OF CLAIMS**

We must receive written notice of claims. It must be given within 20 days after the date the loss began or as soon as reasonably possible. It may be given at our Home Office or to one of our agents. It must contain enough information to identify you.

## **CLAIM FORMS**

We will provide claim forms within 15 days after we receive notice of claim. If we do not provide the forms, a claim may be filed without using them. Such claims must contain written proof of loss. It must cover the occurrence, type, and extent of loss.

## **PROOF OF LOSS**

Written proof of loss must be sent to our Home Office within 90 days after the loss or as soon as reasonably possible. Proof provided more than one year late will not be accepted unless evidence, satisfactory to us, is submitted that shows it was not reasonably possible to submit proof within the time specified.

## **PHYSICAL EXAMINATION AND AUTOPSY**

We, at our expense, have the right to examine the insured when and as often as we may reasonably require while a claim is pending or during any period in which we are paying benefits. In the case of death, we have the right to have an autopsy performed.

## **LEGAL ACTIONS**

No suit at law or in equity may be brought to recover on this policy:

1. any earlier than 60 days after written proof of loss has been sent to us as required by the terms of the policy; or
2. any later than three years after the time such proof must be sent.

## **PAYMENT OF CLAIMS**

We will either accept or deny a clean claim within 30 days after we receive it. If the clean claim is not paid within 30 days, we will pay interest at the rate of 10% per annum on any benefit due, beginning on the 31st day after we receive all information necessary to establish a clean claim.

All accident and health benefits are payable to the insured employee. However, we reserve the right to pay benefits directly to the hospital or other provider of medical services. These payments will satisfy our responsibility to the extent of the payments.

If any benefit remains payable after the death of the insured or while he/she is not competent to give a valid release, we may pay a benefit up to \$1,000.00 to any relative of his/hers who we decide is justly entitled to it. Any payment made to his/her relatives in good faith will fully release us of our responsibility to the extent of the payment.

## **MAJOR MEDICAL BENEFIT PROVISIONS**

### **AMOUNT OF BENEFIT**

We will pay the amount of benefit shown on the Schedule of Benefits for covered expense. Our payments will not exceed the maximum benefit shown on the Schedule of Benefits. Our payments are subject to this policy's definitions, provisions, limitations, and exclusions.

## **BENEFIT FOR COVERED EXPENSE PROVIDED DURING AN OFFICE VISIT AT A PREFERRED PHYSICIAN**

After the office visit copay, we will pay 100% of covered expense for the office visit charge made by a Preferred Physician for treatment of an illness or injury. The office visit copay amount is shown on the Schedule of Benefits. It applies to each office visit charge by a preferred physician.

If, during an office visit, a preferred physician performs and bills for x-ray or laboratory tests, we will waive the In-Network deductible amount, and pay the covered expense for those x-ray and laboratory tests at the In-Network coinsurance percentage. The In-Network coinsurance percentage amount is shown on the Schedule of Benefits.

Before we pay any benefit for other services provided during an office visit by a preferred physician, covered expense equal to the In-Network deductible must be incurred in a calendar year. We will then pay benefits for covered expenses provided by the preferred physician that are in excess of the In-Network deductible for the remainder of that calendar year. These benefits will be paid at the In-Network coinsurance percentage shown on the Schedule of Benefits (or at the coinsurance percentages listed in the section titled "Limitations to Health Benefits Provided by this Policy"). If the amount of covered expense you pay for In-Network coinsurance share during a calendar year equals the In-Network Maximum Coinsurance Share, we will then pay the covered expense for these services at 100% for the remainder of the calendar year.

Services provided in an urgent care center will not be considered services provided in the office of a preferred physician. Covered expense provided in an urgent care center will be paid as outlined under the section titled "Benefit for Covered Expense Provided by a Preferred Provider."

## **BENEFIT FOR COVERED EXPENSE PROVIDED BY A PREFERRED PROVIDER**

Before we can pay any benefit for other services provided by a Preferred Provider, covered expense equal to the In-Network deductible must be incurred in a calendar year. We will then pay benefits for covered expense provided by a preferred provider that are in excess of the In-Network deductible for the remainder of that calendar year. These benefits will be paid at the In-Network coinsurance percentage shown on the Schedule of Benefits (or at the coinsurance percentages listed in the section titled "Limitations to Health Benefits Provided by this Policy"). If the amount of covered expense you pay for In-Network coinsurance share during a calendar year equals the In-Network Maximum Coinsurance Share, we will then pay the covered expense for these services at 100% for the remainder of the calendar year.

Covered expense provided by a preferred provider and paid at 50% under the section titled "Limitations to Health Benefits Provided by this Policy" will not be applied to any In-Network Maximum Coinsurance Share.

## **BENEFIT FOR COVERED EXPENSE FOR EMERGENCY SERVICES PROVIDED IN A HOSPITAL EMERGENCY ROOM**

When you incur covered expense for emergency services provided in a hospital emergency room, you must pay a \$75 emergency room access fee. This amount must be paid anytime you receive emergency services in a hospital emergency room, and are not directly admitted to the hospital as an inpatient. This amount is in addition to any deductibles and coinsurance share amounts.

After you pay the first \$75 of covered expense, we will pay other covered expense as outlined above in the section titled "Benefit for Covered Expense Provided by a Preferred Provider."

If you are directly admitted to the hospital as an inpatient following an emergency room visit, you will not be required to pay the \$75 emergency room access fee.

## **BENEFIT FOR COVERED EXPENSE PROVIDED BY A NON-PREFERRED PROVIDER**

Before we can pay any benefits, for services provided by a Non-Preferred Provider, covered expense equal to the Out of Network deductible must be incurred in a calendar year. We will then pay benefits for covered expense provided by a non-preferred provider that are in excess of the Out of Network deductible for the remainder of that calendar year. These benefits will be paid at the Out of Network coinsurance percentage shown on the Schedule of Benefits (or at the coinsurance percentages listed in the section titled "Limitations to Health Benefits Provided by this Policy"). If the amount of covered expense you pay for Out of Network Coinsurance Share during a calendar year equals the Out of Network Maximum Coinsurance Share, we will then pay covered expense for these services at 100% for the remainder of the calendar year.

Covered expense provided by a non-preferred provider and paid at 50% under the section titled "Limitations to Health Benefits Provided by this Policy" will not be applied to any Maximum Coinsurance Share.

## **USE OF NON-PREFERRED PROVIDERS**

**When you use a non-preferred provider:**

- 1. the amount of payment is based upon a reduced allowable amount, and not the actual billed charge; and**
- 2. you may be expected to pay a larger portion of the bill, even after we have paid the percentage of eligible expense provided under the policy.**

## **BENEFIT FOR EMERGENCY CARE PROVIDED BY A NON-PREFERRED PROVIDER**

Emergency care provided by a non-preferred provider will be paid as if the services were provided by a preferred provider.

## **EXPENSE COVERED BY THE PLAN**

Benefits are payable for covered expense. Covered expenses are charges:

- by a hospital for:
  - semiprivate room and board;
  - care in the Intensive Care Unit;
  - hospital services and supplies which are to be used while in the hospital;
  - emergency services in a hospital emergency room;
  - outpatient medical care and treatment.
- for outpatient surgery performed in a licensed ambulatory surgical facility.
- by a physician for:
  - office visits;
  - hospital care;
  - surgical services, including postoperative care following inpatient or outpatient surgery; for multiple surgical procedures performed during the same operative session, covered expense will include 100% of the regular, reasonable and customary amount for the first surgical procedure, 50% of the regular, reasonable and customary amount for the second surgical procedure, and 25% of the regular, reasonable and customary amount for each additional surgical procedure;
  - services of an assistant surgeon when medically necessary to perform the surgery, but no more than 20% of the amount allowed for the primary surgeon's fee;
  - injections, and medication that is consumed at the physician's office.

4. for other services and supplies for:
- anesthesia and its administration;
  - medications requiring a written prescription that are self-injected, except that insulin and syringes are only covered under the prescription drug card benefit;
  - examinations and laboratory tests for the detection of colorectal cancer as prescribed by a physician in accordance with the published American Cancer Society guidelines on colorectal screening;
  - x-rays, and radiation therapy;
  - chemotherapy, or similar treatment, provided in the office or the home, but the covered expense for chemotherapy provided through a physician's office will not exceed the regular, reasonable, and customary fees for home chemotherapy;
  - laboratory tests;
  - the initial purchase of artificial limbs, eyes, and larynx;
  - blood, blood plasma, and its administration;
  - casts, splints, strusses, braces, and crutches;
  - ostomy supplies;
  - allergens dispensed by a physician;
  - durable medical equipment, when we have preauthorized the purchase or rental;
  - surgical dressings for two months following surgery;
  - the purchase of one pair of the following while insured:
    - one pair of orthopedic shoes
    - one support stocking for each leg;
    - one article of similar apparel-type item;
  - local ground ambulance transportation to the nearest preferred provider hospital able to provide the care, not to exceed \$2,000 in a calendar year;
  - air ambulance transportation to the nearest preferred provider hospital able to provide the care, not to exceed \$10,000 in a calendar year;
  - up to ten hours in a 12 month period in a diabetic self-management training and education program under the following conditions:
    - the treating physician certifies that such services are necessary;
    - the program is certified by the Iowa department of public health;
    - it is for a new onset of diabetes; or
    - the patient has poor glycemic control as evidenced by a glycosylated hemoglobin of 9.5 or more in the ninety days before attending the training; or
    - there has been a change in treatment regimen from no diabetes medications to any diabetes medication, or from oral diabetes medication to insulin; or
    - the patient is high risk for complication based on poor glycemic control, with documented evidence of problems in the past year; or
    - the patient is high risk for lack of feeling in the foot, foot ulcer or amputation, diabetic related retina problems, or kidney complications;
    - breast prosthesis or reconstructive surgery following a mastectomy for a malignancy, including surgery and reconstruction of the other breast to produce a symmetrical appearance; coverage of physical complications at all stages of a mastectomy, including lymphedema;



- a baseline mammogram for women age 35 to 39 years of age;
  - an annual mammogram for women 40 years of age or older;
  - the laboratory work for an annual cervical smear or pap smear for female insureds;
  - an annual digital rectal examination and a prostate-specific antigen test, for male insureds age 40 and over, upon the recommendation of a physician;
  - outpatient contraceptive services and prescription contraceptive devices, including Levonorgestrel (Norplant);
5. for home health care visits not to exceed:
    - a. the number of visits shown on the Schedule of Benefits during one calendar year; and
    - b. the cost for such care in an inpatient facility.
  6. for care in a nursing facility when pre-approved by us, but not for longer than the number of days shown on the Schedule of Benefits during one calendar year.
  7. for hospice care when pre-approved by us.

**WELL-CHILD CARE BENEFIT**

We will pay for covered expense for well-child care as defined in this policy for a child from birth to age seven. Any applicable coinsurance amounts will apply.

We will allow one visit at each interval, payable to one provider for all services provided.

The benefit will be provided at approximately the following intervals: birth, 2 weeks, 2 months, 4 months, 6 months, 9 months, 12 months, 15 months, 18 months, 24 months or two years, three years, four years, five years, and six years.

**TRANSPLANT BENEFIT**

We will pay for covered expense for pre-approved organ transplants according to the following schedule:

<u>Designated Transplant Facility</u>	<u>Non-Designated Transplant Facility</u>
100% of Approved Transplant Services	70% of the Covered Expense in excess of the Out of Network deductible for hospital charges, physician charges, tissue typing and other ancillary services related to the organ transplant. Once the insured has paid 30% of \$100,000 of covered expense for the transplant services listed above, then we will pay 100% of the covered expense for those services for the rest of the calendar year during which the organ transplant occurred.
Coverage as outlined in Travel/Lodging Benefit	No coverage for transportation and lodging
Organ Procurement and acquisition covered in full.	No coverage for organ procurement and acquisition.

## **TRAVEL/LODGING BENEFIT**

When a covered organ transplant is performed at a Designated Transplant Facility, we will provide:

1. Transportation for the insured patient and one member of the insured patient's immediate family to accompany the insured patient to and from the Designated Transplant Facility; and
2. Lodging at or near the Designated Transplant Facility for the family member who accompanied the insured patient, while the covered person is confined at the Designated Transplant Facility.

We will arrange the transportation and lodging at no cost to the insured patient; except that the daily maximum benefit we will pay for food and lodging for the family member who accompanied the covered person is \$200.00 with a total maximum of \$10,000. We must be provided with itemized bills for all transportation, food and lodging expenses.

## **PRESCRIPTION DRUG CARD BENEFIT**

The prescription drug card benefit provides benefit for expense incurred for drugs which require a written prescription, and which are dispensed by a licensed pharmacist. The program also provides benefit for expense for insulin, syringes for administration of insulin, test strips for glucose monitors, and glucagon emergency kits, when prescribed by a physician and dispensed by a licensed pharmacist.

This prescription drug card benefit is administered by the prescription drug card company, hereafter referred to as the RX Company.

## **AMOUNT OF BENEFIT**

Before any benefits are paid by us, allowable covered expense for prescription drugs equal to the prescription deductible must be incurred in a calendar year. After the prescription deductible has been met, the insured must then pay a prescription copay amount each time he places a prescription order. The amount of copay he/she must pay will vary by the type of medication purchased, and the place of purchase.

## **ALLOWABLE COVERED PRESCRIPTION EXPENSE**

A prescription drug order is a request for each separate prescription drug, and/or each authorized refill, if ordered by a physician.

Expense incurred for a prescription drug order for the following items will be considered allowable covered prescription expense:

1. non-injectable legend drugs;
2. insulin on prescription;
3. disposable insulin needles/syringes;
4. test strips for glucose monitors;
5. glucagon emergency kits;
6. Tretinoin, all dosage forms (Retin-A), when medically necessary;
7. oral contraceptives;
8. compounded medication if at least one ingredient is a legend drug;
9. any other drug which, under the applicable state laws, may only be dispensed upon the written prescription of a physician or other lawful prescriber.

Any expense considered under this provision will not be considered under any other provision of this policy.

## **PRESCRIPTIONS PURCHASED AT A RETAIL PHARMACY - LESSOR OF 34 DAY SUPPLY OR 100 UNIT DOSES**

You may purchase a prescription drug order at a retail pharmacy, as long as the order does not exceed the lesser of a 34 day supply or 100 unit doses. You must first pay the prescription deductible amount. Once you have paid the prescription deductible amount, you must then pay the applicable prescription copay amount. We will then pay 100% of the amount in excess of the prescription deductible and the prescription copay amount for the prescription drug order. The prescription deductible and prescription copay amounts are shown on the Schedule of Benefits. The "generic prescription copay amount " must be paid anytime you purchase a generic medication. The "preferred brand prescription copay amount" must be paid anytime you purchase a brand medication listed on the preferred brand medication list and for which an equivalent generic drug is not available. The "brand prescription copay amount" must be paid anytime you purchase a brand medication that is not on the "preferred brand medication list" and for which an equivalent generic drug is not available.

We will not allow more than the price we have negotiated with the RX Company for a prescription, less any applicable prescription deductible and copay amount. We will not pay the difference in charge between a brand drug and a generic drug, if the generic drug has been designated an equivalent generic drug.

## **PRESCRIPTIONS PURCHASED FROM THE MAIL SERVICE PROGRAM**

A 90 day supply of a maintenance medication can be obtained from the mail service program. Once you have satisfied the prescription deductible, you must pay the applicable mail order prescription copay amount. We will then pay 100% of the amount in excess of the mail order prescription copay amount for the prescription drug order. The prescription deductible and the mail order prescription copay amounts are shown on the Schedule of Benefits. The "generic mail order prescription copay amount" must be paid anytime you purchase a mail order supply of a generic maintenance medication. The "preferred brand mail order prescription copay amount" must be paid anytime you purchase a brand maintenance medication listed on the preferred brand medication list for which an equivalent generic drug is not available. The "brand prescription mail order copay amount" must be paid anytime you purchase a brand maintenance medication this is not on the "preferred brand medication list" and for which an equivalent generic drug is not available.

We will not pay more than the price we have negotiated with the RX Company for a prescription, less any applicable prescription deductible and copay amount. We will not pay the difference in charge between a brand drug and a generic drug, if the generic drug has been designated an equivalent generic drug.

## **HOW TO FILE A CLAIM**

To file a claim at a retail pharmacy, an insured person should present his/her prescription drug card to a participating pharmacy. The pharmacist will use the card to file the claim with the RX Company.

If an insured does not have his/her prescription drug card at the time he/she wants to purchase a prescription at a retail pharmacy, he/she can file a paper claim with the RX Company. He/she can also file a paper claim with the RX Company for drugs purchased at a nonparticipating pharmacy. It is the insured's responsibility to see that the paper claim is completed with the necessary information, and filed with the RX Company. The RX Company will directly reimburse the insured for any benefit payable.

Participating pharmacy means any pharmacy which is enrolled as a participant in the RX Company's prescription drug program.

Nonparticipating pharmacy means a pharmacy licensed to dispense prescription drugs which is not a participating pharmacy. It is not a pharmacy in a physician's office, hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home, or similar institution.

To file a claim under the Mail Service Program, an insured must mail the original prescription and the necessary forms to the RX Company Mail Service Program. The necessary forms and instruction brochures can be obtained from the RX Company Mail Service Provider.

## PRESCRIPTION DRUG CARD EXCLUSIONS

A prescription drug order does not include and no benefit will be payable for the following, regardless of the reason for which prescribed:

1. the amount of expense for a medication that is in excess of the amount agreed upon between the RX Company and us.
2. the difference between the cost of a Brand Name drug and an Equivalent Generic drug, if the generic drug has been designated an Equivalent Generic drug by the RX Company.
3. for duplicate prescriptions or prescriptions refilled more frequently than the prescribed dosage indicates (a prescription purchased at retail pharmacy cannot be refilled until the patient has used 75% of the medication as prescribed; a prescription purchased at mail order cannot be refilled until the patient has used 60% of the medication as prescribed)
4. any prescription drug that is not intended to be self-administered.
5. medication which is to be taken by or administered to an individual, in whole or in part, while he or she is a patient in a Hospital, rest home, sanitarium, Skilled Nursing Facility, convalescent care facility, nursing home, or similar institution which operates on its premises, or allows to be operated on its premises, a facility for dispensing pharmaceuticals.
6. drugs dispensed by a physician.
7. Levonorgestrel (Norplant).
8. fluoride supplements.
9. hematinics.
10. immunization agents, biological sera, blood or blood plasma.
11. injectable drugs, except insulin.
12. minerals.
13. Minoxidil (Rogaine) for the treatment of alopecia.
14. Nicorette (or any other drug containing nicotine or other smoking deterrent medications).
15. anorexiant (any drugs used for purposes of weight control).
16. non-legend drugs other than insulin.
17. Tretinoin, all dosage forms (Retin-A), when prescribed for cosmetic purposes;
18. Vitamins, singly or in combination, except for legend prenatal vitamins.
19. therapeutic devices or appliances, including needles, syringes, support garments and other non-medicinal substances, regardless of intended use, except those listed under allowable covered prescription expense.
20. charges for the administration or injection of any drug.
21. prescriptions which an eligible person is entitled to receive without charge under any Worker's Compensation law.
22. drugs labeled "Caution-limited by federal laws to investigational use," or experimental/investigational drugs, even though a charge is made to the individual.
23. for prescriptions refilled in excess of the number ordered by the physician.
24. for prescriptions refilled after one year from the physician's original order.
25. for prescriptions to replace lost or damaged prescriptions.
26. for prescriptions for the treatment of infertility, except when coverage for Infertility & In Vitro Fertilization is included in this policy.
27. prescription legend drugs when multiple drug options are available and the least expensive is not tried first.

**OPTIONAL BENEFITS** - Please refer to the Schedule of Benefits to determine if you are covered for these benefits.

### **WELLNESS BENEFIT FOR PREVENTIVE HEALTH CARE**

If this policy contains this benefit, the maximum wellness benefit for each insured in a calendar year will be shown on the Schedule of Benefits.

After you pay the Copay amount, we will pay 100% of the reasonable and customary charge for expense incurred for preventive health care, consisting of a history and general physical examination, immunizations and the following tests when ordered in conjunction with the wellness exam:

1. mammogram;
2. pap smear;
3. blood screening tests, such as screening tests for cholesterol level, diabetes, sexually transmitted disease, PSA test and liver function;
4. chest x-rays, electrocardiograms, and stress tests;
5. screening tests for colon cancer; and
6. tuberculosis skin test.

We will only pay for expense for preventive health care exams and immunizations when provided by a Preferred Physician. We will only pay for preventive health care tests when ordered by a Preferred Physician, and provided by a Preferred Provider.

We will not pay more than the maximum wellness benefit for each insured in a calendar year for expense incurred for preventive health care.

Expense incurred to monitor or treat an existing illness or injury will not be covered under this provision.

### **PREGNANCY LIKE ANY ILLNESS**

If this policy contains this benefit, it will be shown on the Schedule of Benefits.

Expenses incurred as a result of a normal pregnancy will be considered covered expenses under this policy.

If we pay benefits for the pregnancy, then expense incurred for a well newborn child's initial confinement will be considered covered expense. The expense will be subject to all major medical policy provisions.

For a covered pregnancy, hospital services for inpatient care provided to the mother and the dependent newborn child will be covered for:

1. a minimum of 48 hours following a vaginal delivery (not including the day of delivery); or
2. a minimum of 96 hours following a cesarean section (not including the day of delivery);

unless the following applies:

1. post-discharge office visit to the physician or in-home nurse visit is provided in the first 48 hours after discharge; or
2. earlier discharge is consented to by the mother and the attending physician.

If a newborn child needs treatment for an illness or injury, benefits will be available for that care only if the newborn child is insured as a dependent under this policy. To insure your newborn as a dependent under this policy, you must apply for coverage for the newborn and pay any premium due within 60 days after the newborn's birth.

**(END OF OPTIONAL BENEFITS)**

## LIMITATIONS TO HEALTH BENEFITS PROVIDED BY THIS POLICY

These limitations apply to all health benefits provided by this policy, other than the Prescription Drug Card Benefit.

Covered expenses incurred for certain types of medical treatment are limited. When an insured receives any of the following types of treatment, the benefits will be paid as explained below:

1. **Mental Illness/Nervous Disorders & Chemical Dependency**
  - a. Expense incurred as a result of mental illness/nervous disorders will be considered covered expenses under this policy, except that we will not pay for more than:
    1. 30 days of inpatient treatment; or
    2. 52 visits for outpatient treatment for group and individual therapy; during a calendar year. The expense is subject to all other major medical policy provisions.
  - b. The benefit payable for the treatment of chemical dependency including alcoholism and drug addiction, is limited to 50% of the covered expenses in excess of the deductible amount. The total benefit payable for all covered expenses for the treatment of chemical dependency, both inpatient and outpatient, is limited to \$10,000 for each insured in a calendar year.
3. **Sterilization Procedures**

The benefit payable for all sterilization procedures is limited to 50% of all covered expenses incurred as a result of the procedure which are in excess of the deductible amount. However, no benefit will be payable for a sterilization procedure performed during the insured patient's first 12 months of cover age under this policy or the former policy.
4. **Temporomandibular Joint Disorder/Craniomandibular Disorder**

Expenses incurred for the medical or surgical treatment of temporomandibular joint disorder and craniomandibular disorder will be considered covered expense. The expense will be subject to all major medical policy provisions. The maximum benefit that will be paid for temporomandibular joint disorder and craniomandibular treatment is limited to \$2500 while insured under this policy.
5. **Physical Therapy**

Expenses incurred for outpatient physical therapy will be considered covered expense. The expense will be subject to all major medical policy provisions. The maximum benefit that will be paid for outpatient physical therapy is limited to \$3000 for each insured in a calendar year.
6. **Occupational Therapy**

Expenses incurred for outpatient occupational therapy will be considered covered expense. The expense will be subject to all major medical policy provisions. The maximum benefit that will be paid for outpatient occupational therapy is limited to \$1,000 for each insured in a calendar year.
7. **Speech Therapy**

Expenses incurred for outpatient speech therapy by a licensed or certified speech therapist to restore speech loss or correct an impairment due to a congenital defect for which corrective surgery has been performed, or an injury or illness except for a mental, nervous or emotional disorder will be considered covered expense. The expense will be subject to all major medical policy provisions. The maximum benefit that will be paid for outpatient speech therapy is limited to \$1,000 for each insured in a calendar year.

## **BENEFIT LIMITATIONS FOR PREEXISTING CONDITIONS**

If an insured is not a late enrollee, any expense incurred for treatment of a preexisting condition during the insured's first 12 months of coverage under this policy will not be considered a covered expense. We begin counting the 12 month period from the enrollment date. The 12 month period will be reduced by the number of days of qualifying creditable coverage the insured has as of the enrollment date.

If an insured is a late enrollee, any expense incurred for treatment of a preexisting condition during the insured's first 18 months of coverage under this policy will not be considered a covered expense. We begin counting the 18 month period from the enrollment date. The 18 month period will be reduced by the number of days of creditable coverage the insured has as of the enrollment date.

Preexisting condition means any illness or injury, whether physical or mental, for which medical advice, care, or treatment was recommended for or received by the insured within the six month period before his/her enrollment date. However, a pregnancy will not be considered a preexisting condition.

For the purposes of this section, treatment means:

1. any examination, diagnostic test, or actual treatment by a physician, which demonstrates the presence of an illness or injury, or symptoms of an illness or injury;
2. any medication or other service or supply dispensed in regard to an illness or injury or symptoms of an illness or injury;
3. any checkup or examination to determine if a previously existing illness or injury is recurring.

If an insured was covered under the former policy when this policy replaced it, and he/she became insured on this policy's effective date, his/her benefits for a preexisting condition will be the lesser of:

1. the benefits of this policy without the application of the preexisting condition limitation; or
2. the benefits of the former policy.

## **EXPENSE NOT COVERED BY THE PLAN**

These exclusions apply to all health benefits of this policy.

1. This insurance does not cover loss caused by:
  - an act of war;
  - service in the armed force;
  - complications arising from excluded treatment, except for complications of pregnancy;
  - commission of a felony or illegal activities.
2. This insurance does not pay any benefit for expense for:
  - services that aren't medically necessary;
  - services for which no benefit is defined or described in this policy;
  - incidental appendectomies;
  - treatment of educational, developmental, or training problems, learning disorders, marital counseling, or social counseling;
  - services provided by an employee of a school district, or a person contracted to provide services for a school district, or services available through a school system;

- the use of any services or facilities of a federal, Veteran's administration, state, county or municipal hospital, except where we or the insured are legally required to pay the expenses;
- treatment of an injury or illness caused by or resulting from an illness or injury of the insured, if the illness or injury is recognized as a compensable loss by the provisions of any worker's compensation act, employer liability law, occupational disease law, or any similar law of a state or federal government, or other governmental subdivision, under which the person is or could be protected on a mandatory basis, whether or not such protection is afforded; or would have been recognized had the insured made claim within the appropriate time limits. If the worker's compensation type coverage has denied a claim, but the insured is still pursuing coverage with the worker's compensation type coverage through a state or federal commission or agency, or other legal entity, benefits will not be payable under this policy until the insured certifies he/she no longer intends to pursue coverage through the worker's compensation type coverage;
- eye examinations for the correction of vision or fitting of glasses or contact lenses;
- hearing aids, eyeglasses, frames, contact lenses, denture;
- any dental treatment, dental surgery, or extractions, except for the treatment of injuries to whole natural teeth. The treatment must be performed during the first 12 months after the date of injury;
- any service or supply not recommended or approved by a licensed medical practitioner;
- any treatment or surgery that results in the improvement of appearance, except for that which is the result of an injury. The treatment must be performed during the first 12 months after the date of injury;
- services or supplies that are not for the diagnosis or treatment of an existing illness or injury, except as provided under any Wellness Benefit for Preventive Care or Well-Child care benefit;
- immunizations or vaccinations, including Synagis or similar immunization agents, except as provided under any Wellness Benefit for Preventive Care or Well-Child care benefit;
- abortions, except where the mother's life is threatened;
- normal pregnancy or childbirth, including expense incurred for a well new born's initial hospital confinement, except as may be provided in this policy under a specific provision titled "Pregnancy Like Any Illness". However, expense that is in excess of the amount incurred for a normal delivery, and that is incurred for a complication of pregnancy, will be considered covered expense;
- any orthodontic procedure or appliance;
- more than one ultrasound examination for a normal pregnancy;
- amniocentesis, except for the diagnosis or treatment of an existing complication of pregnancy;
- reversal of sterilization procedures;
- nonmedical services and supplies;
- any oral medication intended to be self-administered except as may be provided under the Prescription Drug Card Benefit;
- durable medical equipment unless we have preauthorized the purchase or rental of the equipment;
- any service or supply that the insured is not legally required to pay for, including any forgiveness of deductible, copay, or coinsurance by a provider;
- any surgery for the correction of a refractive error;
- treatment received in the emergency room of a hospital, except when emergency services are being rendered;
- the replacement of a piece of durable medical equipment or a prosthesis;
- custodial care;
- services furnished by the insured or a member of his/her or his/her spouse's immediate family, or by a person who regularly lives in his/her home;



- any physical therapy service that could be done as part of a home exercise program, or accomplished at a health club;
- hospital charges for the first weekend in the hospital if the insured is admitted to a hospital on a Friday, Saturday, or Sunday, except when the admission is for emergency services, or when surgery is performed the next morning;
- treatment related to the restoration of fertility or promotion of conception including in vitro fertilization;
- nutritional supplements;
- animal to human organ transplants;
- replacement of human organs by artificial or mechanical devices;
- treatment of nicotine, caffeine, gambling, computer, or similar addictions;
- any medical treatment, surgical procedure, weight reduction program, membership dues, or clinic fees for the treatment of obesity, including morbid obesity; any surgical procedure to remove excess tissue caused by weight loss;
- services provided by a midwife, except where specifically licensed by the State to practice midwifery;
- a sterilization procedure performed during the insured patient's first 12 months of coverage under this policy or the former policy;
- by a registered nurse (RN) for private duty professional nursing services;
- sclerotherapy for varicose veins;
- for devices used specifically as safety items or to affect performance primarily in sports-related activities;
- medical or surgical treatment of upper or lower jaw alignment conditions or malformations, including orthognathic surgery, except for
  - direct treatment of acute traumatic injury or cancer; or
  - as may be provided in this policy under the provision titled "Temporomandibular Joint Disorder/Craniomandibular Disorder";
- wigs or hair prosthesis;
- routine foot care related to corns, calluses, flat feet, fallen arches, weak feet, or chronic foot strain, except that routine foot care for patients with diabetes will be covered; shoe inserts, casting for orthotics, and orthotics;
- physical conditioning programs such as athletic training, body-building exercises, fitness and flexibility programs;
- surrogate parenting;
- the services of a massage therapist, athletic trainer, or masseuse; acupuncture or acupressure treatment;
- fetal treatment;
- sexual transformation;
- breast reduction surgery, except when performed in conjunction with reconstructive surgery following a mastectomy;
- treatment performed outside the United States, except when an emergency;
- removal of breast implants that were implanted solely for cosmetic reasons;
- growth hormone treatment except when such treatment is medically proven to be effective for the treatment of documented growth retardation due to growth hormone deficiency, growth retardation secondary to chronic renal failure before or during dialysis, or for patient with AIDS wasting syndrome. Services must also be clinically proven to be effective for such use and such treatment must be likely to result in a significant improvement of the insured's condition;
- over the counter medications;
- self-injected prescription medications, except when pre-approved by Us.

## **PRE-CERTIFICATION PROGRAM**

To qualify for full benefits under the policy, you must call the Pre-certification Hotline if:

1. you are going to be admitted as an inpatient to a hospital or skilled nursing facility; or
2. you are going to have surgery performed outside of your primary care physician's office.

You can make the phone call, or you can have a relative or your physician make the phone call. However, you are responsible for making sure that someone calls the Pre-certification Hotline.

### **NON-EMERGENCY HOSPITALIZATIONS OR SURGERIES**

The Pre-certification Hotline must be called at least 72 hours before an insured is scheduled for non-emergency surgery outside of the primary care physician's office or admitted to a hospital or skilled nursing facility for an inpatient stay.

### **MEDICAL EMERGENCY**

The Pre-certification Hotline must be called within 2 business days (or as soon as reasonably possible if the insured's condition prevents them from calling within that time frame) following emergency surgery or emergency admission to a hospital or skilled nursing facility.

### **PREGNANCY**

The Pre-certification Hotline must be called anytime there is a hospital admission for a complication of pregnancy that is not a cesarean section. The Hotline must also be called if a hospital stay exceeds:

1. 48 hours following a vaginal delivery (not including the day of delivery); or
2. 96 hours following a cesarean birth (not including the day of delivery).

If discharge from the hospital occurs earlier, a post-discharge visit will be provided to the mother and newborn by providers competent in postpartum care and newborn assessment if determined medically appropriate by the attending physician.

### **INFORMATION NEEDED**

When a person calls the Hotline, he/she should have the following information available:

1. the insured patient's name, date of birth, sex, and the social security number of the insured;
2. the policy number;
3. the proposed (or actual) date and reason for admission or surgery;
4. the name and phone number of the hospital (or skilled nursing facility) and admitting physician;
5. any information regarding any other insurance plans.

### **PRE-CERTIFICATION PROCESS**

When a call is made to the Pre-certification Hotline, the caller will be given a pre-certification number along with the reviewer's recommendations. The reviewer will assign a length of stay to the admission.

If your stay exceeds the recommended length of stay, the hospital (skilled nursing facility) or your physician should contact the reviewer, who will again review your case.

### **MEDICAL NECESSITY**

No benefits will be payable for any confinement or surgery that is not approved by the reviewer as being medically necessary. The fact that a physician or another health care provider has prescribed or ordered an admission, surgery, or continued stay, does not necessarily mean the stay is medically necessary. Benefits are only payable if the pre-certification reviewer determines the admission, or continued stay, is medically necessary.

## **RIGHT TO APPEAL**

The physician or insured may, at any time, initiate a request for reevaluation or extension of a reviewer's decision, by calling the Precertification Hotline.

## **FAILURE TO PRECERTIFY**

If an insured fails to have his/her admission or surgery pre-certified, then the first \$500 of covered expense incurred as a result of the admission or surgery will not be covered under this policy, in addition to any medically unnecessary expense. However, this provision will not apply to an expectant mother's admission for pregnancy.

## **DISCONTINUANCE & REPLACEMENT PROVISION**

**The provisions listed on this page only apply to persons insured under the former policy on the day before this policy became effective, and who have been continuously insured under this policy since this policy's effective date.**

## **DEDUCTIBLE CREDIT PROVISION**

An insured's deductible for the first calendar year this policy is in force can be reduced by any expense that:

1. was applied to his/her deductible under the former policy for this calendar year; or
2. was incurred during the 90 day period prior to the date this policy became effective, and was applied to the deductible under the former policy.

## **RECEIVING CREDIT**

To receive credit under this provision, each insured must provide us with proof of the amount of credit earned under the former policy. This proof must be acceptable to us. It must be submitted at the same time he/she files his/her first claim under this policy.

## **COORDINATION OF BENEFITS**

If an insured has medical or dental coverage under another group-type plan, we will coordinate our benefits with those of that plan. One plan is primary. One plan is secondary. The primary plan pays its regular benefits. The secondary plan pays a reduced amount, which when added to the benefits paid by the primary plan, will normally equal 100% of the allowable expense. The benefits payable under the secondary plan cannot exceed the benefit that would be payable if there was no other group-type plan.

## **RULES FOR ORDER OF PAYMENT**

The primary plan is:

1. the plan which does not coordinate its benefits with any other plan.
2. the plan which covers the person as an employee or student, rather than as a dependent. (However, if a person is also a Medicare beneficiary, Medicare is secondary to the plan covering the person as a dependent, and primary to the plan covering the person as other than a dependent, for example a retired employee.)
3. the plan of the parent whose birthday (excluding year of birth) occurs earlier in a calendar year, if both parents are living together. If both parents have the same birthday, the plan that has covered a parent the longest is primary. If the other plan does not have this provision in their policy, then the plan which insures the father as an employee will be primary, rather than the plan which insures the mother as an employee.
4. the plan of the parent with custody of the child, if the parents are divorced or separated. The secondary plan will be the plan of the spouse of the parent with custody. The final plan will be the plan of the parent without custody.

5. If the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, then the plan of the parent who has responsibility will be primary over the other parent or stepparent's plan. This provision does not apply until we have been informed of the terms of the court decree. Any benefits paid prior to our knowledge of the terms of the court decree will be subject to the other sections of this provision.
6. If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, then the plan of the parent whose birth day occurs earlier in the calendar year is primary.
7. the plan which covers a person as an active employee, rather than the plan which covers the person as a laid-off or retired employee. The primary plan is the plan which covers the person as a dependent of an active employee, rather than the plan which covers the person as a dependent of a laid-off or retired employee.
8. the plan which insures the person as an employee, or the dependent of an employee, rather than the plan which insures the person under any continuation coverage. If the other plan does not have a rule regarding continuation coverage, and as a result, the plans do not agree on which plan is primary, then this rule will be ignored.
9. If none of the above rules apply, then the plan which has covered the insured person the longest is the primary plan. The length of time a person has been covered under a plan is measured from the claimant's first date of continuous coverage with the Policyholder.

#### **BENEFIT CREDIT AS SECONDARY PLAN**

If the amount we pay as the secondary plan is less than the amount that we would have paid as the primary plan, a benefit credit will exist. We, as the secondary plan, can use this benefit credit to pay other allowable expenses incurred by the same insured during the same calendar year as the benefit credit occurred.

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

We have the right to seek and to release any necessary information to any other insurance company or organization, for the purpose of implementing this provision. We can do this without consent or notice to any concerned person. Any person claiming benefits under this policy must provide us with any necessary information to implement this provision.

#### **REIMBURSING THE OTHER PLAN**

If another plan has paid their benefit in error according to this provision, we can make payment directly to them to satisfy the intent of this provision. Any payment made by us for this reason will fully discharge us of any liability under this plan.

#### **RIGHT TO RECOVERY**

If we made a payment in error, we can recover our payment from the other plan, the insured, or anyone else to whom we have made payment, so as to satisfy the intent of this provision.

#### **RIGHT OF REIMBURSEMENT**

If an insured incurs expenses for illness or injury that occurred due to the negligence of a third party:

1. we have the right to reimbursement for all benefits we paid from any and all damages collected from the third party for those same expenses whether by action at law, settlement, or compromise, by the insured, the insured's parents if the insured is a minor, or the insured's legal representative, as a result of that illness or injury; and
2. we are assigned the right to recover from the third party, or his or her insurer, to the extent of the benefits we paid for that illness or injury.

We shall have the right to first reimbursement out of all funds the insured, the insured's parents if the insured is a minor, or the insured's legal representative, is or was able to obtain for the same expenses we have paid as a result of the illness or injury.

You are required to furnish any information or assistance or provide any documents that we may reasonably require in order to obtain our rights under this provision. This provision applies whether or not the third party admits liability.

## **CONTINUATION OF HEALTH INSURANCE COVERAGE AFTER TERMINATION OF EMPLOYMENT, DEATH, OR DISSOLUTION OR ANNULMENT OF MARRIAGE**

The insurance of insured employee and dependents ends when an insured employee terminates his/her employment. An insured whose insurance ends for this reason may elect to continue the health insurance coverage that was in force for himself/herself, and any insured dependents, if:

he/she has been insured under this group policy, or the former policy for three consecutive months before his/her insurance would this end; and

he/she is not covered by Medicare; and

he/she is not eligible to be covered, or covered, under any group health policy that becomes effective after his/her termination of employment date.

The policyholder must provide written notice of the continuation right no later than 10 days after termination.

The insured must request continuation of this insurance in writing within 10 days after the later of:

the date insurance would end due to termination of employment; or

the date the insured is given written notice of the right of continuation by the Policyholder;

but in no event later than 31 days after insurance would otherwise end. The insured employee must pay the entire premium due to the Policyholder in advance every month.

An insured dependent may also continue coverage if they are losing health insurance due to dissolution or annulment of marriage or death of the employee. The person eligible for continuation, who shall be the spouse or the custodial parent or legal guardian on behalf of a dependent child, must notify the policyholder of the occurrence of the event within 30 days after the event occurs. Within ten days of receipt of that notice, the policyholder must provide the person eligible for continuation with notice of the continuation right. The person must request continuation in writing within 10 days after receipt of the notice of the continuation right.

All health insurance benefits provided under this provision are subject to this policy's provisions, exclusions, and limitations.

The insurance provided under this provision will end on the earliest of the following dates:

1. the date the insured becomes eligible for Medicare;
2. the date the insured becomes covered under group health insurance that has an effective date after his/her termination of employment date;
3. the date nine months from the date his/her insurance would have ended due to termination of employment;
4. the date he/she fails to pay any premium due; or
5. if the continuing insured is a former spouse, the date the former spouse remarries; or
6. the date this entire group policy terminates.

## **FEDERAL CONTINUATION OF HEALTH COVERAGE AFTER TERMINATION**

If this continuation provision is included in this policy, it will be indicated on the Schedule of Benefits.

Under certain circumstances, an insured has the right to continue his/her health insurance beyond the date that it would normally end. The health insurance coverage that can be continued is the same coverage that is provided to insureds whose coverage has not ended. However, any weekly income benefits for total disability cannot be continued.

## **CONTINUATION RIGHTS**

1. An insured's health insurance can be continued for a maximum period of 18 months, if it is ending because:
  - a. the insured employee's employment terminated for reasons other than gross misconduct; or
  - b. the insured employee had his hours reduced.

If an insured does not wish to continue coverage for himself/herself, his/her insured spouse and/or insured children may elect to continue the coverage on their own for a maximum of 18 months.

2. An insured's health insurance may be extended beyond the 18 month continuation period, to a maximum period of 29 months, for himself/herself and/or his/her insured dependents, if:
  - a. his/her insurance is ending because of one of the reasons listed above; and
  - b. he/she qualifies as disabled for Social Security purposes at the time his/her employment ends or at any time during the first 60 days of COBRA continuation; and
  - c. he/she notifies the Policyholder of a determination of total disability by the Social Security Administration within 60 days of the determination, but before the end of the first 18 months of continuation.

However, an insured's extended continuation will end the premium due date that is at least 30 days after a final determination under the Social Security Act that he/she is no longer disabled. Premiums during the additional 11 months of coverage will be at a substantially higher rate than for the initial 18 month period.

3. An insured dependent's health insurance can be continued for a maximum period of 36 months, if his/her insurance is ending because:
  - a. the insured employee dies;
  - b. a divorce or legal separation has occurred;
  - c. the insured dependent child no longer meets this policy's definition of a dependent child;
  - d. the insured employee became covered by Medicare.
4. An insured dependent's health coverage can be continued for at least 36 months from the date the insured employee became covered by Medicare, if his/ her insurance ends for any of the above-listed reasons.
5. An insured can continue his/her insurance for 36 months, if:
  - a. he/she has lost coverage or had his/her coverage substantially reduced within one year before or after the date his/her employer began proceedings in a Ch. 11 bankruptcy proceeding; and
  - b. he/she retired after the Ch. 11 bankruptcy proceeding; or
  - c. he/she is an insured dependent of a retiree who died after a Ch. 11 bankruptcy proceeding.
6. An insured can continue his/her insurance for his/her lifetime, if:
  - a. he/she has lost coverage or had his/her insurance substantially reduced within one year before or after his/her employer began proceedings in a Ch. 11 bankruptcy case; and
  - b. he/she is a retiree who retired before the Ch. 11 bankruptcy proceeding; or
  - c. he/she is a widow or widower of a retiree who died before the bankruptcy proceeding.

## **NOTIFICATION RESPONSIBILITIES OF THE POLICYHOLDER**

The Policyholder must notify an insured of his/her right to continue within 14 days after the Policyholder becomes aware that one of the events listed above has occurred. The notification must be in writing.

## **RESPONSIBILITIES OF AN INSURED**

1. An insured must notify the Policyholder if any of the following events occur:
  - a. a divorce or legal separation;
  - b. an insured child no longer meets the policy's definition of an insured dependent child.

This notice must be given to the Policyholder within 60 days of the occurrence of one of these events.

2. An insured must notify the Policyholder if he/she wants to continue coverage. He/she must give notice within 60 days after the date a COBRA qualifying event occurs, or within 60 days after the Policyholder provides him/her with notification of this right to continue, whichever is the longer period of time. The notice the insured must provide must be in writing, by using the COBRA Continuation of Coverage Election form that the Policyholder provides him/her.
3. If an insured decides to continue this coverage, the first premium payment is due 45 days following the date he/she returns the election form. Coverage is provided only when the full premium for the applicable period is received. The insured must pay any premiums after that within 30 days of the date the premium is due. Premium payments must be made to the Policyholder. Coverage is not in force for any period for which premium is not paid.

## **INSURED'S WHO CANNOT CONTINUE**

An insured cannot continue this coverage if at the time of his/her termination, he/she is a nonresident alien with no earned income from sources within the United States, or the dependent of such person.

## **TERMINATION**

Continued coverage will end on the earliest of the following dates:

1. the date the maximum continuation period has been exhausted;
2. the date the employer ceases to maintain any group health plan for any employee;
3. the date the insured is covered by another group health plan which does not include a preexisting condition clause or which would have the preexisting condition limitation period reduced by qualifying COBRA continuation coverage;
4. the date the insured becomes covered by Medicare;
5. the date any premium that is due is not paid within the time allowed.

An insured's continuation will terminate anytime this policy is terminated

## **FAMILY AND MEDICAL LEAVE ACT (FMLA) CONTINUATION PROVISION**

An employee receiving a leave of absence qualifying under the FMLA will continue to receive health insurance as if he/she was not on leave.

All other benefits, such as any life insurance, accidental death and dismemberment, disability and dental insurance will terminate in accordance with the other policy continuation and termination provisions.

## **TERMINATION OF HEALTH INSURANCE**

Health insurance benefits will end on the earliest of the following dates:

1. the date that any portion of the health premium that is due is not paid;
2. the premium due date following the date the employee no longer qualifies under this or another policy continuation provision;
3. the date this policy terminates;
4. the premium due date following the date the employee gives notice of an intent not to return to work.

If coverage is terminated for any reason other than nonpayment of premium, or the termination of the entire policy, then the employee may be able to continue his/her health insurance for an additional period of time. Please see the section titled "Federal Continuation of Health Insurance Coverage After Termination" to determine if any additional continuation is available.

## **REINSTATEMENT OF BENEFITS**

An employee returning from a FMLA leave of absence can reinstate any life, accidental death and dismemberment, disability, health, and dental benefits by applying within 31 days from the date he/she returned from the leave of absence. The benefits will be reinstated on the date the employee returned from the leave. No waiting periods or benefit limitations for preexisting conditions will apply.

Employees applying more than 31 days from the date of return from the leave will be considered late enrollees.

## **APPEALS/COMPLAINTS**

It is our policy to treat each claim submission fairly. If, however, you are not satisfied with our decision on a matter, you have the right to file an appeal or a complaint asking us to reconsider our decision. Requests for reconsideration can be made by contacting us by phone, fax or letter at:

LIFE & HEALTH CLAIM COMMITTEE  
PEKIN LIFE INSURANCE COMPANY  
2505 COURT STREET  
PEKIN, IL 61558  
Ph. 800-322-0160, ext. 2245  
Fax 309-346-8265

We will also include specific instructions on how to file an appeal with any negative decision regarding a claim or request for benefits.

You can also write to the State Insurance Department at:

IOWA INSURANCE DIVISION  
CONSUMER AFFAIRS BUREAU  
330 Maple Street  
Des Moines, IA 50319-0065