# Huron Erie School Employee Insurance Association

**Benefits effective 1/1/2026**

**Group Number**
**569036**

## $500 Benefit Plan

# PPO Network Major Medical Health Care Benefit Book

**NOTICE:**

**IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DOCTORS AND HOSPITALS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.**

**MEDICAL MUTUAL SERVICES, LLC**

Our Member Frequently Asked Questions (FAQ) document is available to help you learn more about your rights and responsibilities; information about benefits, restrictions and access to medical care; policies about the collection, use and disclosure of your personal health information; finding forms to request privacy-related matters; tips on understanding your out-of-pocket costs, submitting a claim, or filing a complaint or appeal; finding a doctor, obtaining primary, specialty or emergency care, including after-hours care; understanding how new technology is evaluated; and how to obtain language assistance. The Member FAQ is available on our member site, *My Health Plan*, accessible from MedMutual.com. To request a hard copy of the FAQ, please contact us at the number listed on your member identification (ID) card.

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AMEND-MHLIMITREMOVE 1-1-25 R12/24
AMENDMENT MHENDDEFN ASO
amendmamm
STSBPCM-OHS/NGF R7/18
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AMENDMENT MAMMOGRAM ASO 22
STSBPCM-ASO92070S
NSTSBPCM-ASO92276

MEDICAL MUTUAL®

**This Amendment modifies the coverage described in your Benefit Book and is effective on January 1, 2025, unless stated otherwise. It is subject to all the terms and conditions of the Plan, except as stated. This Amendment terminates concurrently with the Plan to which it is attached. Please place this Amendment with your Benefit Book for future reference.**

1. If the Plan's Schedule of Benefits includes coverage for the Health Care Benefits shown below and limits the number of days and/or visits associated with that coverage, such limits do not apply to the treatment of Mental Illness or Substance Abuse disorders:
   - Home Health Care Services
   - Hospice Services
   - Inpatient Physical Medicine and Rehabilitation Services
   - Outpatient Rehabilitative and Habilitative Therapy Services
   - Private Duty Nursing Services
   - Skilled Nursing Facility Services
   - Wigs
2. The definition of "Mental Illness" is deleted and replaced with the following:

   **"Mental Illness -** all Conditions covered under the Plan, except for substance use disorders, that fall under any of the diagnostic categories listed in the mental, behavioral, and neurodevelopmental disorders chapter (or equivalent chapter) of the most current version of the International Classification of Diseases (ICD) manual or that are listed in the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM). Newly added mental health Conditions added to the ICD or DSM will start to be covered no later than on the first day of the plan year on or after the date that is one year after the Condition is added to the ICD or DSM."

3. The following is added to the "Alcoholism and Drug Abuse Services" benefit:

   Excluded from coverage are Conditions that do not fall under any of the diagnostic categories listed as a mental or behavioral disorder due to psychoactive substance use (or equivalent category) in the mental, behavioral, and neurodevelopmental disorders chapter (or equivalent chapter) of the most current version of the ICD or that are not listed as a substance-related and addictive disorder (or equivalent category) in the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM). Substance-related and addictive disorders newly added to the ICD or DSM will start to be covered no later than on the first day of the plan year on or after the date that is one year after the Condition is added to the ICD or DSM.

4. The "Mental Health Care Services" benefit is amended as follows:
   a. The following is added:

      Excluded from coverage are Conditions that do not fall under any of the diagnostic categories listed in the mental, behavioral, and neurodevelopmental disorders chapter (or equivalent chapter) of the most current version of the International Classification of Diseases (ICD) manual or that are listed in the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM). Newly added mental health Conditions added to the ICD or DSM will start to be covered no later than on the first day of the plan year on or after the date that is one year after the Condition is added to the ICD or DSM.

   b. The exclusion for learning disabilities is deleted.
5. The section entitled "Exclusions" is amended as follows:
   a. The following exclusion is deleted:

      For marital counseling, unless otherwise specified.

   b. The sexual dysfunction exclusion is deleted and replaced with the following:

For devices, equipment and supplies used for the treatment of sexual dysfunction that is cosmetic in nature.

c. The exclusion for learning disabilities is deleted.

IN WITNESS
WHEREOF:

Medical Mutual of Ohio

Anthony M. Helton
President and CEO

MEDICAL MUTUAL®

**This Amendment modifies the coverage described in your Benefit Book and is effective on the first day of the Plan's next renewal date occurring on or after January 1, 2024. It is subject to all the terms and conditions of the Plan, except as stated. This Amendment terminates concurrently with the Plan to which it is attached. Please place this Amendment with your Benefit Book for future reference.**

1. If the Plan allows for females to receive a higher number of physical exams than males within a Benefit Period, the visit limit applicable to females will also apply to males.
2. If the Plan includes a limit on the number of physical therapy, occupational therapy and/or speech therapy visits within a Benefit Period associated with Mental Illness (including Autism Spectrum Disorders) or Substance Abuse Disorders, such visit limit is removed.
3. The Definition of "Negotiated Amount" is deleted and replaced with the following:

   **Negotiated Amount** - the amount the Provider or Pharmacy has agreed with Medical Mutual to accept as payment in full for Covered Services, subject to the limitations set forth below.

   The Negotiated Amount may include payments to Providers for quality or wellness incentives that may be earned and paid at a later date. Your Copayment, Deductible and/or Coinsurance amounts may include a portion that is attributable to a quality incentive payment or bonus and will not be adjusted or changed if such payments are not made.

   The Negotiated Amount for Providers does not include adjustments and/or settlement due to guaranteed discount corridor provisions, maximum charge increase limitation violations or any settlement, incentive, allowance or adjustment that does not accrue to a specific claim at the time the claim is adjudicated or adjusted. In addition, the Negotiated Amount for Prescription Drugs does not include Pharmacy rebates or guaranteed discount settlements. Medical Mutual receives the difference between the charges contracted with the Pharmacy Benefit Manager (PBM) and the Allowed Amount. This amount is sometimes referred to as spread pricing. The rebates, guaranteed discount settlements and spread pricing are all part of Medical Mutual's reasonable compensation for providing PBM services to the Plan.

   In certain circumstances, Medical Mutual, through an affiliated company, may have an agreement or arrangement with a vendor which purchases the services, supplies or products from Providers instead of Medical Mutual contracting directly with Providers themselves. Medical Mutual's agreement or arrangement with that vendor may not reflect the vendor's purchase price from the Provider, but may be based on some other contractual arrangement, such as a guaranteed discount. In these circumstances, the Negotiated Amount will be based upon the price Medical Mutual receives from the vendor and not upon the vendor's actual purchase price from the Provider. Vendors include, but are not limited to, durable medical equipment providers, other managed care providers, home health providers and other provider networks.

4. The Definition of "Preauthorization" is deleted and replaced with the following:

   **Preauthorization** - A decision by Medical Mutual that a health care service, treatment plan, prescription drug or durable medical equipment is Medically Necessary. This is also referred to as "precertification" or "prior approval". Medical Mutual requires Preauthorization before you are admitted as an Inpatient in a Hospital or before you receive certain services, except for an Emergency Medical Condition. Certain PPO/HMO Network Providers who meet specified criteria for frequently approved services may receive an automatic approval for those services (also known as "gold carding"). Payment of benefits is still subject to all other terms and conditions of the Plan.

5. If the Preventive and Wellness Services Health Care Benefit references coverage for female bone density testing, that testing applies to males, as well.
6. Any reference to proctosigmoidoscopies or anoscopies as being preventive services is deleted.

IN WITNESS
WHEREOF:

Medical Mutual of Ohio

Anthony M. Helton
President and CEO

MEDICAL MUTUAL®

**This Amendment modifies the coverage described in your Benefit Book and is effective on the first day of the Plan's next renewal date occurring on or after September 23, 2022. It is subject to all the terms and conditions of the Benefit Book. This Amendment terminates concurrently with the Benefit Book to which it is attached. Please place this Amendment with your Benefit Book for future reference.**

1. The following definitions are added:
   a. **Screening Mammography** - a radiologic examination utilized to detect unsuspected breast cancer at an early stage in an asymptomatic woman and includes the x-ray examination of the breast using equipment that is dedicated specifically for mammography, including, but not limited to, the x-ray tube, filter, compression device, screens, film, and cassettes, and that has an average radiation exposure delivery of less than one rad mid-breast. "Screening Mammography" includes digital breast tomosynthesis. "Screening mammography" includes two views for each breast. The term also includes the professional interpretation of the film. "Screening mammography" does not include diagnostic mammography.
   b. **Supplemental Breast Cancer Screening** - any additional screening method deemed medically necessary by a treating health care Provider for proper breast cancer screening in accordance with applicable American college of radiology guidelines, including magnetic resonance imaging, ultrasound, or molecular breast imaging.
2. The section for mammogram services within the Routine and Wellness Services or Preventive Services Health Care Benefit, as applicable, is deleted and replaced with the following:

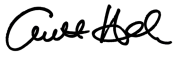
   **Mammogram services**

   a. Screening Mammography for adult women
   b. Supplemental Breast Cancer Screening for adult women who meet either of the following conditions:
      1. The woman's Screening Mammography demonstrates, based on the breast imaging reporting and data system established by the American college of radiology, that the woman has dense breast tissue;
      2. The woman is at an increased risk of breast cancer due to family history, prior personal history of breast cancer, ancestry, genetic predisposition, or other reasons as determined by the woman's health care Provider.

   The total benefit for a Screening Mammography or Supplemental Breast Cancer Screening under this Plan, regardless of the number of claims submitted by Providers, will not exceed one hundred thirty percent (130%) of the Medicare reimbursement rate in Ohio for a Screening Mammography or Supplemental Breast Cancer Screening. If a Provider, Hospital, or other health care facility provides a service that is a component of the Screening Mammography or Supplemental Breast Cancer Screening and submits a separate claim for that component, a separate payment shall be made to the Provider, Hospital or other health care facility in an amount that corresponds to the ratio paid by Medicare in Ohio for that component. The benefit paid for Screening Mammography and Supplemental Breast Cancer Screening constitutes full payment under this Benefit Book. No Provider, Hospital, or other health care facility shall seek or receive compensation in excess of the payment made that corresponds to the ratio paid by Medicare in Ohio, except for approved Deductibles, Copayments or Coinsurance.

IN WITNESS
WHEREOF:

Medical Mutual of Ohio



Anthony M. Helton
President and CEO

# SCHEDULE OF BENEFITS

**To receive the highest level of benefits at the lowest Out-of-Pocket Maximum expense, Covered Services must be provided by PPO Network Providers.** These Providers (and other Providers with whom we have a contract) have agreed to accept a specific payment amount for their services. Non-Contracting Providers may charge a higher amount, and you may be responsible for any balance due between the Provider's charge and the Allowed Amount. This difference is often referred to as "balance billing" and is in addition to any Deductibles, Copayments, Coinsurance, and Non-Covered Charges for which you are responsible.

**All benefits are calculated based upon the applicable Allowed Amount or Non-Contracting Amount, not the Provider's charge. Refer to "How Claims are Paid," General Provisions, for additional information.**

Non-Contracting Providers are prohibited from balance billing you for the services shown below. Refer to "No Surprise Billing," under General Provisions, for more information.

- Emergency Services
- Air ambulance Covered Services received from a Non-PPO Network or Non-Contracting Provider
- Unanticipated Covered Services received from a Non-PPO Network or Non-Contracting Provider at a PPO Network or Contracting Hospital or ambulatory surgical center.

The Federal No Surprises Act and Ohio's House Bill 388 establish patient protections, including surprise bills from out-of-network Providers ("balance billing") for emergency care and other specified items or services. We will comply with these new state and federal requirements, as applicable, including how we process claims from certain out-of-network Providers.

| BENEFIT PERIOD AND DEPENDENT AGE LIMIT | |
|---|---|
| Benefit Period | Calendar year |
| Dependent Age Limit | The end of the month of the 26th birthday |

| COMPREHENSIVE MAJOR MEDICAL BENEFIT | |
|---|---|
| **Deductible per Benefit Period for PPO Network Providers** | |
| If you have single coverage: | $500 |
| If you have family coverage: | $1,000 |
| **Deductible per Benefit Period for Contracting, Non-PPO Network Providers and Non-Contracting Providers** | |
| If you have single coverage: | $500 |
| If you have family coverage: | $1,000 |
| **Coinsurance Limit per Benefit Period for PPO Network Providers** | |
| If you have single coverage: | $1,000 |
| If you have family coverage: | $2,000 |
| **Coinsurance Limit per Benefit Period for Contracting, Non-PPO Network Providers and Non-Contracting Providers** | |
| If you have single coverage: | $2,500 |
| If you have family coverage: | $5,000 |

| | |
|---|---|
| **Out-of-Pocket Maximum per Benefit Period for PPO Network Providers**<br>(Includes Deductibles, Copayments, and Coinsurance) | |
| If you have single coverage: | $1,500 |
| If you have family coverage: | $3,000 |
| **Out-of-Pocket Maximum per Benefit Period for Contracting, Non-PPO Network Providers and Non-Contracting Providers**<br>(Includes Deductibles, Copayments, and Coinsurance) | |
| If you have single coverage: | Unlimited |
| If you have family coverage: | Unlimited |
| Deductible and Out-of-Pocket Maximum Processing (1) | Embedded |

**After the applicable Out-of-Pocket Maximum shown above has been met, you are no longer responsible for paying any further Copayments, Deductibles or Coinsurance for Covered Charges Incurred during the balance of the Benefit Period. If the Out-of-Pocket Maximum is unlimited, you continue to be responsible for paying the amounts shown above.**

**Any Excess Charges you pay for claims will not accumulate toward any applicable Coinsurance Limit or toward the Out-of-Pocket Maximum.**

Any amounts applied to your PPO Network Deductible or PPO Network Coinsurance Limit and Out-of-Pocket Maximum will also be applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit and Out-of-Pocket Maximum. Any amounts applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit and Out-of-Pocket Maximum will also be applied to your PPO Network Deductible or PPO Network Coinsurance Limit and Out-of-Pocket Maximum.

**You may be charged more than one Copayment per visit if multiple types of examinations are performed.**

It is important that you understand how Medical Mutual calculates your responsibilities under this Benefit Book. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

To receive maximum benefits, you must use PPO Network Providers. PPO Network Providers may change. Medical Mutual will tell you 60 days before a PPO Network Hospital becomes Non-PPO Network.

**Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Hospital in an emergency.**

| **BENEFIT MAXIMUMS PER COVERED PERSON** | |
|---|---|
| (per Benefit Period unless otherwise shown) | |
| Chiropractic/Spinal Manipulation Visits | 12 visits |
| Inpatient Hospital Stays | 365 days |
| Outpatient Occupational and Physical Therapy Services | 40 visits (combined) |
| Outpatient Speech Therapy Services | 20 visits |
| Preventive Mammogram Services | One mammogram; mammograms are limited to 130% of the Medicare reimbursement amount; the maximum reimbursement amount applies only to Covered Services received inside the state of Ohio, as mandated by the state of Ohio. |
| Preventive Pap Tests | One test |
| Skilled Nursing Facility Services | Two days for each unused Institutional Services day |

| COINSURANCE AND COPAYMENTS FOR COVERED SERVICES | | |
|---|---|---|
| **TYPE OF SERVICE (Institutional and Professional)** | **For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount** | **For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (2)** |
| **IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.** | | |
| **EMERGENCY ROOM SERVICES** | | |
| The Institutional Charge for use of the Emergency Room for an Emergency Medical Condition | $100 Copayment, waived if admitted, not subject to the Deductible | |
| Emergency Room Physician's Charges for an Emergency Medical Condition | 0%, not subject to the Deductible | |
| All other related Charges for an Emergency Medical Condition | 0%, not subject to the Deductible | |
| The Institutional Charge for use of the Emergency Room in a **non-emergency** | $200 Copayment, waived if admitted, then 10%, not subject to the Deductible | $200 Copayment, waived if admitted, then 30%, not subject to the Deductible |
| Emergency Room Physician's Charges in a **non-emergency** | 10% | 30% |
| All other related Charges in a **non-emergency** | Any applicable Deductible, Out-of-Pocket Maximum or Copayment corresponds to the type of service received. | |
| **INPATIENT SERVICES** | | |
| Maternity | 10% | 30% |
| Physical Medicine and Rehabilitation | 10% | 30% |
| Semi-Private Room and Board | 10% | 30% |
| Skilled Nursing Facility | 10% | 30% |
| **MENTAL HEALTH CARE, DRUG ABUSE AND ALCOHOLISM SERVICES** | | |
| Mental Health Care, Drug Abuse and Alcoholism Services | Any applicable Deductible, Out-of-Pocket Maximum or Copayment corresponds to the type of service received and is payable on the same basis as any other illness (e.g., emergency room visits for a Mental Illness will be paid according to the Emergency Services section above). | |
| **OUTPATIENT REHABILITATIVE SERVICES** | | |
| Cardiac Rehabilitation Services | 10% | 30% |
| Chiropractic Services | 50% | |
| Occupational Therapy Services | 10% | 30% |
| Physical Therapy Services | 10% | 30% |
| Pulmonary Therapy Services | 10% | 30% |
| Respiratory Therapy Services | 10% | 30% |
| Speech Therapy Services | 10% | 30% |
| **PHYSICIAN/OFFICE SERVICES (includes Mental Health and Substance Abuse Disorders)** | | |
| Medically Necessary Office Visits (3) | $25 Copayment, not subject to the Deductible | $25 Copayment, then 30%, not subject to the Deductible |
| Medically Necessary Office Visits in a Specialist's Office | $40 Copayment, not subject to the Deductible | $40 Copayment, then 30%, not subject to the Deductible |

| COINSURANCE AND COPAYMENTS FOR COVERED SERVICES | | |
|---|---|---|
| **TYPE OF SERVICE (Institutional and Professional)** | **For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount** | **For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (2)** |
| **IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.** | | |
| Office Visits using on-demand, virtual Telemedicine Services | $25 Copayment, not subject to the Deductible | $25 Copayment, then 30%, not subject to the Deductible |
| Urgent Care Office Visits | $40 Copayment, not subject to the Deductible | $40 Copayment, then 30%, not subject to the Deductible |
| **PREVENTIVE AND WELLNESS SERVICES** | | |
| Preventive Services are provided in accordance with state and federal law. Please refer to the "Preventive and Wellness Services" health care benefit for details. (4) | 0%, not subject to the Deductible | 30% |
| Colonoscopy and Sigmoidoscopy (other than ages 40-75)(5) | 0%, not subject to the Deductible | 30%, not subject to the Deductible |
| Laboratory, X-ray and Medical Testing Services | 0%, not subject to the Deductible | 30%, not subject to the Deductible |
| Physical Examinations (Age 21 and over) | 0%, not subject to the Deductible | $25 Copayment, then 30%, not subject to the Deductible |
| Well Child Care Hearing Examinations (Under age 21) | 0%, not subject to the Deductible | $25 Copayment, then 30%, not subject to the Deductible |
| Well Child Care Immunizations and Laboratory Services (Under age 21) | 0%, not subject to the Deductible | 30%, not subject to the Deductible |
| Well Child Care Office Visits (Under age 21) | 0%, not subject to the Deductible | $25 Copayment, then 30%, not subject to the Deductible |
| Well Child Care Vision Examinations (Under age 21) | 0%, not subject to the Deductible | $25 Copayment, then 30%, not subject to the Deductible |
| **SURGICAL SERVICES** | | |
| Inpatient Surgery | 10% | 30% |
| Medically Necessary Colonoscopy, Sigmoidoscopy, Anoscopy and Proctosigmoidoscopy | 10% | 30% |
| Outpatient Surgery | 10% | 30% |
| **OTHER SERVICES** | | |
| Air Ambulance/Transportation | 10% | |
| All Other Covered Services | 10% | 30% |

**Comprehensive Major Medical Notes**

1. "Embedded processing" - A family plan with two kinds of Deductibles and Out-of-Pocket Maximums: one for an individual family member and one for the whole family. With family coverage, each Covered Person's Out-of-Pocket Maximum will not exceed the PPO Network Out-of-Pocket Maximum for single coverage shown on the Schedule of Benefits.

2. The Coinsurance percentage will be the same for Non-Contracting Providers as Non-PPO Network Providers, but for Non-Contracting Providers, you may still be subject to balance billing and/or Excess Charges. Payments to Contracting Non-PPO Network Providers are based on the Allowed Amount. Payments to Non-Contracting Providers are based on the Non-Contracting Amount.
3. Includes Office Visits to a Psychiatrist or Psychologist, Licensed Independent Social Worker, Licensed Professional Clinical Counselor, and Licensed Marriage-Family Therapist.
4. Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, preventive immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
5. If a diagnosis of a medical Condition is made during the screening (e.g., removal of a polyp), the procedure is no longer considered preventive and may be considered a diagnostic procedure under Surgical Services.

## PRESCRIPTION DRUG BENEFIT

**This plan uses a Prescription Drug Formulary. Prescription Drugs not listed on the Formulary are generally not covered. See the Prescription Drug Benefit description for more information.**

**Prescription Drug Covered Services are subject to any Comprehensive Major Medical Out-of-Pocket Maximum shown in the Comprehensive Major Medical Schedule of Benefits.**

**Specialty Prescription Drugs are covered under this benefit when obtained through Medical Mutual's preferred specialty pharmacy and are limited to a maximum of a thirty (30) day supply. Specialty Prescription Drugs require prior approval from Medical Mutual.**

| | |
|---|---|
| Maximum Days' Supply | 30 days for retail Prescription Drugs<br>30 days for Specialty Prescription Drugs<br>90 days for Home Delivery Prescription Drugs |

**The following Prescription Drug Covered Services are subject to the Prescription Drug Copayment each time services are received from a Contracting Home Delivery Pharmacy:**

- diabetic supplies, including over-the-counter supplies (1)

**The following Prescription Drug Covered Services are subject to the Prescription Drug Copayment:**

- over-the-counter aspirin (all strengths and dosage forms), over-the-counter iron supplements (covered from birth to age 1), Prilosec OTC (1)

| **RETAIL PHARMACY BENEFIT - UP TO A 30 DAY SUPPLY** | |
|---|---|
| **TYPE OF SERVICE** | **For Covered Services, you pay the following portion, based on the Allowed Amount. Unless otherwise stated, these amounts apply when utilizing a Network Pharmacy.** |
| Generic Prescription Drugs | $7.50 Copayment |
| Preferred Brand Name Prescription Drugs | $25 Copayment |
| Non-Preferred Brand Name Prescription Drugs | $50 Copayment |
| Prescribed Generic Prescription Drug Contraceptives or Brand Name Prescription Drug Contraceptives when an equivalent Generic Prescription Drug Contraceptive is not available | $0 Copayment, not subject to the Deductible |
| Preventive Prescription Drugs and Vaccines in accordance with state and federal law. | $0 Copayment, not subject to the Deductible |
| Prescription Drugs received from non-Network Pharmacies | You pay the entire amount at the Pharmacy and file a claim form with Medical Mutual. Medical Mutual will reimburse you based on the Allowed Amount of the Prescription Drug, minus the Prescription Drug Copayment or Coinsurance, as indicated. You may be responsible for any amount in excess of the Prescription Drug Covered Charges. If the Prescription Drug is not available from a Network Pharmacy, you will not be subject to this reduced reimbursement. |
| If your Prescription Drug Order is for a Prescription Drug that is available through the Home Delivery Prescription Drug program and you choose not to use the Home Delivery Prescription Drug program, you will be required to pay the full cost of the Prescription Drug when your Prescription Order is filled beyond the second time within a 180-day period. | |

| CONTRACTING HOME DELIVERY PHARMACY BENEFIT - 90 DAY SUPPLY | |
|---|---|
| **TYPE OF SERVICE** | **For Covered Services received from a CONTRACTING Home Delivery Pharmacy, you pay the following portion, based on the Allowed Amount** |
| Generic Prescription Drugs | $15 Copayment |
| Preferred Brand Name Prescription Drugs | $50 Copayment |
| Non-Preferred Brand Name Prescription Drugs | $100 Copayment |
| Prescribed Generic Prescription Drug Contraceptives or Brand Name Prescription Drug Contraceptives when an equivalent Generic Prescription Drug Contraceptive is not available | $0 Copayment, not subject to the Deductible |
| Preventive Prescription Drugs and Vaccines in accordance with state and federal law. | $0 Copayment, not subject to the Deductible |

**Coverage is provided for Contracting Home Delivery Pharmacies only. Services received from any Non-Contracting Home Delivery Pharmacy are excluded.**

| SPECIALTY PRESCRIPTION DRUGS WHEN OBTAINED FROM A RETAIL PHARMACY - UP TO A 30 DAY SUPPLY | |
|---|---|
| **TYPE OF SERVICE** | **For Covered Specialty Prescription Drugs received from a Network Pharmacy, you pay the following portion, based on the Allowed Amount** |
| Generic Specialty Prescription Drugs | $7.50 Copayment, or the maximum of any available manufacturer-funded Copay assistance (2) |
| Preferred Brand Name Specialty Prescription Drugs | $25 Copayment, or the maximum of any available manufacturer-funded Copay assistance (2) |
| Non-Preferred Brand Name Specialty Prescription Drugs | $50 Copayment, or the maximum of any available manufacturer-funded Copay assistance (2) |

| SPECIALTY DRUG PHARMACY BENEFIT - UP TO A 30 DAY SUPPLY | |
|---|---|
| **TYPE OF SERVICE** | **For Covered Services received from a CONTRACTING Specialty Drug Pharmacy, you pay the following portion, based on the Allowed Amount** |
| Generic Specialty Prescription Drugs | $15 Copayment, or the maximum of any available manufacturer-funded Copay assistance (2) |
| Preferred Brand Name Specialty Prescription Drugs | $50 Copayment, or the maximum of any available manufacturer-funded Copay assistance (2) |
| Non-Preferred Brand Name Specialty Prescription Drugs | $100 Copayment, or the maximum of any available manufacturer-funded Copay assistance (2) |

**Notes:**

1. Over-the-counter supplies require a Prescription Order.
2. This Plan includes a Specialty Prescription Drug Copay offset program ("Program"). By participating in the Program, the Covered Person's Prescription Drug copays for Specialty Prescription Drugs may be set to the maximum of the current Plan design, or to the amount of any available manufacturer-funded Copay assistance, but the drug manufacturer will absorb most, or all, of this amount. As with other patient assistance programs, any financial

assistance the Covered Person receives toward his or her cost of the drug does not apply toward the Covered Person's Out-of-pocket Maximum.

Please contact Customer Care to find out what Specialty Prescription Drugs are part of this Program. The list is also available on 'My Health Plan,' Medical Mutual's secure member website.

# PPO NETWORK MAJOR MEDICAL HEALTH CARE BENEFIT BOOK

This Benefit Book describes the health care benefits available to you as a Covered Person in the Self-Funded Health Benefit Plan (the Plan) offered to you by your employer, as a member of Huron-Erie School Employee Insurance Association (the Group).

There is an Administrative Services Agreement between Medical Mutual Services, LLC (Medical Mutual) and the Group pursuant to which Medical Mutual processes claims and performs certain other duties on behalf of the Group.

All persons who meet the following criteria are covered by the Plan and are referred to as **Covered Persons, you or your.** They must:

- pay for coverage if necessary; and
- satisfy the Eligibility conditions specified by the Group.

The Group and Medical Mutual shall have the exclusive right to interpret and apply the terms of this Benefit Book. The decision about whether to pay any claim, in whole or in part, is within the sole discretion of Medical Mutual and the Group, subject to any available appeal process.

**This Benefit Book is not a Medicare Supplement Benefit Book. If you are eligible for Medicare, review the "Guide to Health Insurance for People with Medicare" available from Medical Mutual.**

# HOW TO USE YOUR BENEFIT BOOK

This Benefit Book describes your health care benefits. Please read it carefully.

The **Schedule of Benefits** gives you information about the limits and maximums of your coverage and explains your Coinsurance, Copayment and Deductible obligations, if applicable.

The **Definitions** section will help you understand unfamiliar words and phrases. If a word or phrase starts with a capital letter, it is either a title or it has a special meaning. If the word or phrase has a special meaning, it will be defined in this section or where used in the Benefit Book.

The **Eligibility** section outlines how and when you and your dependents become eligible for coverage under the Plan and when this coverage starts.

The **Health Care Benefits** section explains your benefits and some of the limitations on the Covered Services available to you.

The **Exclusions** section lists services which are not covered in addition to those listed in the Health Care Benefits section.

The **General Provisions** section tells you how to file a claim and how claims are paid. It explains how Coordination of Benefits and Subrogation work. It also explains when your benefits may change, how and when your coverage stops and how to obtain coverage if this coverage stops.

# DEFINITIONS

**After Hours Care -** services received in a Physician's office at times other than regularly scheduled office hours, including days when the office is normally closed (e.g., holidays or Sundays).

**Agreement -** the administrative services agreement between Medical Mutual and your Group. The Agreement includes the individual Enrollment Forms of the Card Holders, this Benefit Book, Schedules of Benefits and any Riders or addenda.

**Alcoholism -** a Condition classified as a mental disorder and described in the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM) or the most recent version, as alcohol dependence, abuse or alcoholic psychosis.

**Allowed Amount -** For PPO Network and Contracting Providers, including Pharmacies, the Allowed Amount is the lesser of the applicable Negotiated Amount or Covered Charge. For Non-Contracting Providers, including non-Network Pharmacies, the Allowed Amount is the Non-Contracting Amount, which will likely be less than the Billed Charges.

**Autotransfusion -** withdrawal and reinjection/transfusion of the patient's own blood; only the patient's own blood is collected on several occasions over time to be reinfused during an operative procedure in which substantial blood loss is anticipated.

**Benefit Book -** this document.

**Benefit Period -** the period of time specified in the Schedule of Benefits during which Covered Services are rendered, and benefit maximums, Deductibles, Coinsurance Limits and Out-of-Pocket Maximums are accumulated. The first and/or last Benefit Periods may be less than 12 months depending on the effective date and the date your coverage terminates.

**Billed Charges -** the amount billed on the claim submitted by the Provider for services and supplies provided to a Covered Person.

**Biosimilar Prescription Drug -** a Prescription Drug that:

- is highly similar to a Food and Drug Administration (FDA) approved Specialty Prescription Drug but may have minor differences that are not medically meaningful;
- may or may not be interchangeable with the Specialty Prescription Drug to which it is comparable; and
- may sometimes be considered a Generic equivalent of the Specialty Prescription Drug to which it is comparable.

**Brand Name Prescription Drug -** a Prescription Drug that is included in Medical Mutual's Formulary and is classified as "Brand Name."

**Card Holder -** an Eligible Employee or other eligible individual of a member of the Group who has enrolled for coverage under the terms and conditions of the Plan and persons continuing coverage pursuant to COBRA or any other legally mandated continuation of coverage.

**Charges -** the Provider's list of Charges for services and supplies before any adjustments for discounts, allowances, incentives or settlements. For a Contracting Hospital, Charges are the master charge list uniformly applicable to all payors before any discounts, allowances, incentives or settlements.

**Coinsurance -** a percentage of the Allowed Amount or Non-Contracting Amount for which you are responsible after you have met your Deductible or paid your Copayment, if applicable.

**Coinsurance Limit -** a specified dollar amount of Coinsurance expense Incurred in a Benefit Period by a Covered Person for Covered Services.

**Condition -** an injury, ailment, disease, illness or disorder.

**Contraceptives -** FDA-approved methods of birth control, including, but not limited to, barrier methods, hormonal methods and implanted devices.

**Contracting -** the status of a Provider:

- that has an agreement with Medical Mutual or Medical Mutual's parent company about payment for Covered Services; or
- that is designated by Medical Mutual or its parent as Contracting.

**Contracting Home Delivery Pharmacy -** a Pharmacy which dispenses Prescription Drugs through the mail and which has a contractual obligation with Medical Mutual to provide services.

**Contracting Specialty Pharmacy -** a Pharmacy which dispenses Specialty Prescription Drugs and which has a contractual obligation with Medical Mutual to provide services.

**Copayment -** a dollar amount, if specified in the Schedule of Benefits, that you may be required to pay at the time Covered Services are rendered.

**Covered Charges -** the Billed Charges for Covered Services, except that Medical Mutual reserves the right to limit the amount of Covered Charges for Covered Services provided by a Non-Contracting Provider to the Non-Contracting Amount determined as payable by Medical Mutual.

**Covered Person -** the Card Holder, and if family coverage is in force, the Card Holder's Eligible Dependent(s).

**Covered Service -** a Provider's service or supply as described in this Benefit Book for which the Plan will provide benefits, as listed in the Schedule of Benefits.

**Custodial Care -** care that does not require the constant supervision of skilled medical personnel to assist the patient in meeting their activities of daily living. Custodial Care is care which can be taught to and administered by a lay person and includes but is not limited to:

- administration of medication which can be self-administered or administered by a lay person; or
- help in walking, bathing, dressing, feeding or the preparation of special diets.

Custodial Care does not include care provided for its therapeutic value in the treatment of a Condition.

**Custodian -** a person who, by court order, has permanent custody of a child.

**Deductible -** an amount, usually stated in dollars, for which you are responsible each Benefit Period before the Plan will start to provide benefits.

**Drug Abuse -** a Condition classified as a mental disorder and described in the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM) or the most recent version, as drug dependence abuse or drug psychosis.

**Emergency Medical Condition -** a medical Condition manifesting itself by acute symptoms of sufficient severity, including severe pain, so 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:

- Placing an individual's health in serious jeopardy, or with respect to a pregnant woman, the health of the woman or her unborn child;
- Result in serious impairment to the individual's bodily functions; or
- Result in serious dysfunction of a bodily organ or part of the individual.

**Emergency Services -** a medical screening examination as required by federal law that is within the capability of the emergency department of a Hospital or of an Independent Freestanding Emergency Department, as applicable, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition; such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital, or the Independent Freestanding Emergency Department, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd) to Stabilize the patient, regardless of the department of the Hospital in which such further examination or treatment is furnished; and appropriate transfers undertaken prior to an Emergency Medical Condition being Stabilized.

"Emergency Services" also includes services for which benefits are provided under the Plan and that are furnished by a Non-PPO Network or Non-Contracting Provider (regardless of the department of the Hospital in which such items or services are furnished) after the Covered Person is Stabilized and as part of Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Services are furnished.

**Enrollment Form -** a form you complete for yourself and your Eligible Dependents to be considered for coverage under the Plan.

**Essential Health Benefits -** benefits defined under federal law (PPACA) as including benefits in at least the following categories; ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and

pediatric services, including oral and vision care. Refer to the Schedule of Benefits and the Health Care Benefits section of this Benefit Book to identify which of these Essential Health Benefits are included in this plan.

**Excess Charges -** the difference between Billed Charges and the applicable Allowed Amount or Non-Contracting Amount. You may be responsible for Excess Charges when you receive services from a Non-Contracting Provider or a non-Network Pharmacy.

**Experimental or Investigational Drug, Device, Medical Treatment or Procedure -** a drug, device, medical treatment or procedure is Experimental or Investigational:

- if the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time the drug or device is provided; or
- if reliable evidence shows that the drug, device, medical treatment or procedure is not considered to be the standard of care, is the subject of ongoing phase I, II or III clinical trials, or is under study to determine maximum tolerated dose, toxicity, safety, efficacy, or efficacy as compared with the standard means of treatment or diagnosis; or
- if reliable evidence shows that the consensus of opinion among experts is that the drug, device, medical treatment or procedure is not the standard of care and that further studies or clinical trials are necessary to determine its maximum tolerated dose, toxicity, safety, efficacy or efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence may consist of any one or more of the following:

- published reports and articles in the authoritative medical and scientific literature;
- opinions expressed by expert consultants retained by Medical Mutual to evaluate requests for coverage;
- the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure;
- the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure;
- corporate medical policies developed by Medical Mutual; or
- any other findings, studies, research and other relevant information published by government agencies and nationally recognized organizations.

Even if a drug, device, or portion of a medical treatment or procedure is determined to be Experimental or Investigational, the Plan will cover those Medically Necessary services associated with the Experimental or Investigational drug, device, or portion of a medical treatment or procedure that the Plan would otherwise cover had those Medically Necessary services been provided on a non-Experimental or non-Investigational basis.

The determination of whether a drug, device, medical treatment or procedure is Experimental or Investigational shall be made by the Group and Medical Mutual in their sole discretion, and that determination shall be final and conclusive, subject to any available appeal process.

**Generic Prescription Drug -** a Prescription Drug that is chemically the same as and usually costs less than the Brand Name Prescription Drug for which it is being substituted and will produce comparable effective clinical results.

**Group** - the employer or organization who enters into an Agreement with Medical Mutual for Medical Mutual to provide administrative services for such employer's or organization's health plan.

**Home Delivery Prescription Drug -** a Prescription Drug which can be provided by a Home Delivery Pharmacy.

**Hospital -** A Provider constituted, licensed, and operated as set forth in the laws that apply to Hospitals, which:

1. Provides room and board and nursing care for its patients;
2. Has a staff with one or more Physicians available at all times;
3. Provides 24-hour nursing service;
4. Maintains on its premises all the facilities needed for the diagnosis, medical care, and treatment of an illness or injury; and
5. Is fully accredited by The Joint Commission.

The term Hospital does not include a Provider, or that part of a Provider, used mainly for:

1. Nursing care
2. Rest care
3. Convalescent care

4. Care of the aged
5. Custodial Care
6. Educational care
7. Subacute care
8. Extended care
9. Intermediate care
10. Skilled nursing care
11. Residential treatment care for mental health
12. Residential treatment care for substance abuse

**Immediate Family -** the Card Holder and the Card Holder's spouse, parents, stepparents, grandparents, nieces, nephews, aunts, uncles, cousins, brothers, sisters, children and stepchildren by blood, marriage or adoption.

**Incurred -** rendered to you by a Provider. All services rendered by the Institutional Provider during an Inpatient admission prior to termination of coverage are considered to be Incurred on the date of admission.

**Independent Freestanding Emergency Department -** a health care facility that:

- Is geographically separate and distinct and licensed separately from a Hospital under applicable State law; and
- Provides any Emergency Services.

**Inhospital Benefit Period -** a Period of time beginning when you enter a Hospital and ending when you have been out of the Hospital for 90 consecutive days.

**Inpatient -** a Covered Person who receives care as a registered bed patient in a Hospital or Other Facility Provider where a room and board charge is made.

**Institution (Institutional) -** a Hospital or Other Facility Provider.

**Legal Guardian -** an individual who is either the natural guardian of a child or who was appointed a guardian of a child in a legal proceeding by a court having the appropriate jurisdiction.

**Medical Care -** Professional services received from a Physician or an Other Professional Provider to treat a Condition.

**Medically Necessary (or Medical Necessity) -** a Covered Service, supply and/or Prescription Drug that is required to diagnose or treat a Condition and which Medical Mutual determines is:

- appropriate with regard to the standards of good medical practice and not Experimental or Investigational;
- not primarily for your convenience or the convenience of a Provider; and
- the most appropriate supply or level of service which can be safely provided to you. When applied to the care of an Inpatient, this means that your medical symptoms or Condition require that the services cannot be safely or adequately provided to you as an Outpatient. When applied to Prescription Drugs, this means the Prescription Drug is cost effective compared to alternative Prescription Drugs which will produce comparable effective clinical results.

**Medicare -** the program of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

**Medicare Approved -** the status of a Provider that is certified by the United States Department of Health and Human Services to receive payment under Medicare.

**Mental Illness -** a Condition classified as a mental disorder in the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM) or the most recent version, excluding Drug Abuse and Alcoholism.

**Negotiated Amount -** the amount the Provider or Pharmacy has agreed with Medical Mutual to accept as payment in full for Covered Services, subject to the limitations set forth below.

The Negotiated Amount may include performance withholds and/or payments to Providers for quality or wellness incentives that may be earned and paid at a later date. Your Copayment, Deductible and/or Coinsurance amounts may include a portion that is attributable to a quality incentive payment or bonus and will not be adjusted or changed if such payments are not made.

The Negotiated Amount for Providers does not include adjustments and/or settlement due to prompt payment discounts, guaranteed discount corridor provisions, maximum charge increase limitation violations, performance withhold adjustments

or any settlement, incentive, allowance or adjustment that does not accrue to a specific claim. In addition, the Negotiated Amount for Prescription Drugs does not include Pharmacy rebates, volume-based credits or refunds or discount guarantees.

In certain circumstances, Medical Mutual may have an agreement or arrangement with a vendor who purchases the services, supplies or products from the Provider instead of Medical Mutual contracting directly with the Provider itself. In these circumstances, the Negotiated Amount will be based upon the agreement or arrangement Medical Mutual has with the vendor and not upon the vendor's actual negotiated price with the Provider, subject to the further conditions and limitations set forth herein.

**Network Pharmacy -** a Pharmacy who has a network agreement to provide Prescription Drug services.

**Non-Contracting -** the status of a Provider that does not have a contract with Medical Mutual or one of its networks.

**Non-Contracting Amount -** subject to applicable law, the maximum amount allowed by Medical Mutual for Covered Services provided to Medical Mutual Covered Persons by a Non-Contracting Provider based on various factors, including, but not limited to, market rates for that service, Negotiated Amounts for that service, and Medicare reimbursement for that service. The Non-Contracting Amount will likely be less than the Provider's Billed Charges. Medical Mutual also reserves the right to pay a Non-Contracting Amount for Prescription Drugs received from a non-Network Pharmacy that is based on the lesser of the Billed Charges or an amount similar to or less than what Medical Mutual would pay a Network Pharmacy.

**Non-Covered Charges -** Billed Charges for services and supplies that are not Covered Services.

**Non-PPO Network Provider -** a Contracting Provider that does not meet the definition of a PPO Network Provider.

**Office Visit -** Office visits include medical visits or Outpatient consultations in a Physician's office or patient's residence. A Physician's office can be defined as a medical/office building, Outpatient department of a Hospital, freestanding clinic facility or a Hospital-based Outpatient clinic facility.

**Other Facility Provider -** the following Institutions that are licensed, when required, and where Covered Services are rendered that require compensation from their patients. Other than incidentally, these facilities are not used as offices or clinics for the private practice of a Physician or Other Professional Provider. The Plan will only provide benefits for services or supplies for that a charge is made. Only the following Institutions that are defined below are considered to be Other Facility Providers:

- **Alcoholism Treatment Facility -** a facility that mainly provides detoxification and/or rehabilitation treatment for Alcoholism.
- **Ambulatory Surgical Facility -** a facility with an organized staff of Physicians that has permanent facilities and equipment for the primary purpose of performing surgical procedures strictly on an Outpatient basis. Treatment must be provided by or under the supervision of a Physician and also includes nursing services.
- **Day/Night Psychiatric Facility -** a facility that is primarily engaged in providing diagnostic services and therapeutic services for the Outpatient treatment of Mental Illness. These services are provided through either a day or night treatment program.
- **Dialysis Facility -** a facility that mainly provides dialysis treatment, maintenance or training to patients on an Outpatient or home care basis.
- **Drug Abuse Treatment Facility -** a facility that mainly provides detoxification and/or rehabilitation treatment for Drug Abuse.
- **Home Health Care Agency -** a facility that meets the specifications set forth in the applicable state law and that provides nursing and other services as specified in the Home Health Care Services section of this Benefit Book. A Home Health Care Agency is responsible for supervising the delivery of such services under a plan prescribed and approved in writing by the attending Physician.
- **Hospice Facility -** a facility that provides supportive care for patients with a reduced life expectancy due to advanced illness as specified in the Hospice Services section of this Benefit Book.
- **Psychiatric Facility -** a facility that is primarily engaged in providing diagnostic services and therapeutic services for the treatment of Mental Illness on an Outpatient basis.
- **Psychiatric Hospital -** a facility that is primarily engaged in providing diagnostic services and therapeutic services for the treatment of Mental Illness on an Inpatient basis. Such services must be provided by or under the supervision of an organized staff of Physicians. Continuous nursing services must be provided under the supervision of a registered nurse.

- **Skilled Nursing Facility -** a facility that primarily provides 24-hour Inpatient Skilled Care and related services to patients requiring convalescent and rehabilitative care. Such care must be provided by either a registered nurse, licensed practical nurse or physical therapist performing under the supervision of a Physician.

**Other Professional Provider -** the following persons or entities which are licensed as required:

- advanced nurse practitioner (A.N.P.);
- ambulance services;
- certified dietician;
- certified nurse-midwife;
- certified nurse practitioner;
- clinical nurse specialist;
- dentist;
- doctor of chiropractic medicine;
- durable medical equipment or prosthetic appliance vendor;
- laboratory (must be Medicare Approved);
- licensed independent social workers (L.I.S.W.);
- licensed practical nurse (L.P.N.);
- licensed Professional clinical counselor;
- licensed Professional counselor;
- licensed vocational nurse (L.V.N.);
- mechanotherapist (licensed or certified prior to November 3, 1975);
- occupational therapist;
- ophthalmologist;
- optometrist;
- osteopath;
- Pharmacy;
- physical therapist;
- physician assistant;
- podiatrist;
- Psychologist;
- registered nurse (R.N.);
- registered nurse anesthetist; and
- Urgent Care Provider.

Covered Services provided by Providers not listed here will also be considered for reimbursement if the Provider is acting within the scope of his or her license or certification under state law.

**Out-of-Pocket Maximum -** a specified dollar amount of Deductible, Coinsurance and Copayment expense, including any applicable Prescription Drug Deductibles, Coinsurance and Copayments, Incurred in a Benefit Period by a Covered Person for Covered Services.

**Outpatient -** the status of a Covered Person who receives services or supplies through a Hospital, Other Facility Provider, Physician or Other Professional Provider while not confined as an Inpatient.

**Pharmacy -** an Other Professional Provider which is a licensed establishment where Prescription Drugs are dispensed by a pharmacist licensed under applicable state law.

**Physician -** a person who is licensed and legally authorized to practice medicine.

**Plan -** The program of health benefits coverage established by the Group for the employees of its members and their Eligible Dependents.

**PPACA -** Patient Protection and Affordable Care Act

**PPO Network -** a limited panel of Providers as designated by Medical Mutual known as a preferred Provider organization.

**PPO Network Provider -** a Provider that is included in a limited panel of Providers as designated by Medical Mutual and for which the greatest benefit will be payable when one of these Providers is used.

**Preauthorization -** A decision by Medical Mutual that a health care service, treatment plan, prescription drug or durable medical equipment is Medically Necessary. This is also referred to as "precertification" or "prior approval". Medical Mutual requires Preauthorization before you are admitted as an Inpatient in a Hospital or before you receive certain services, except for an Emergency Medical Condition. Payment of benefits is still subject to all other terms and conditions of the Plan.

**Prescription Drug (Federal Legend Drug) -** any medication that by federal or state law may not be dispensed without a Prescription Order.

**Prescription Drug Order -** the request for medication by a Physician or Other Professional Provider who is licensed by his or her state to make such a request in the ordinary course of Professional practice.

**Professional -** a Physician or Other Professional Provider.

**Professional Charges -** The cost of a Physician or Other Professional Provider's services before the application of the Negotiated Amount.

**Provider -** a Hospital, Other Facility Provider, Physician or Other Professional Provider.

**Psychologist -** an Other Professional Provider who is a licensed Psychologist having either a doctorate in psychology or a minimum of five years of clinical experience. In states where there is no licensure law, the Psychologist must be certified by the appropriate Professional body.

**Residential Treatment Facility -** a facility that meets all of the following:

- An accredited facility that provides care on a 24 hour a day, 7 days a week, live-in basis for the evaluation and treatment of residents with psychiatric or chemical dependency disorders who do not require care in an acute or more intensive medical setting.
- The facility must provide room and board as well as providing an individual treatment plan for the chemical, psychological and social needs of each of its residents.
- The facility must meet all regional, state and federal licensing requirements.
- The residential care treatment program is supervised by a Professional staff of qualified Physician(s), licensed nurses, counselors and social workers.

**Rider -** a document that amends or supplements your coverage.

**Skilled Care -** care that requires the skill, knowledge or training of a Physician or a:

- registered nurse;
- licensed practical nurse; or
- physical therapist

performing under the supervision of a Physician. In the absence of such care, the Covered Person's health would be seriously impaired. Such care cannot be taught to or administered by a lay person.

**Specialist -** a Physician or group of Physicians, in other than family practice, general practice, geriatrics, internal medicine, pediatrics, neonatology, obstetrics, gynecology, or advanced practice nurses.

**Specialty Prescription Drugs -** Prescription Drugs that:

- Are approved only to treat limited patient populations, indications or Conditions; and
- Are normally, but not always, injected, infused or require close monitoring by a Physician or clinically trained individual and meet one of the following:
    - the FDA has restricted distribution of the drug to certain facilities or Providers; or
    - require special handling, Provider coordination or patient education that cannot be met by a retail Pharmacy.

**Stabilize -** with respect to an Emergency Medical Condition, to provide such medical treatment of the Condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the Condition is likely to result from or occur during the transfer of the individual from a facility.

**Substance Abuse -** Alcoholism and/or Drug Abuse.

**Surgery -**

- the performance of generally accepted operative and other invasive procedures;
- the correction of fractures and dislocations;
- usual and related preoperative and postoperative care; or
- other procedures as reasonably approved by Medical Mutual.

**Telehealth Services -** means health care services provided through the use of information and communication technology by a health care Professional, within the Professional's scope of practice, who is located at a site other than the site where either of the following is located:

a. The patient receiving the services;

b. Another health care Professional with whom the Provider of the services is consulting regarding the patient.

**Transplant Center -** a facility approved by Medical Mutual that is an integral part of a Hospital and that:

- has consistent, fair and practical criteria for selecting patients for transplants;
- has a written agreement with an organization that is legally authorized to obtain donor organs; and
- complies with all federal and state laws and regulations that apply to transplants covered under this Benefit Book.

**United States -** all the states, the District of Columbia, the Virgin Islands, Puerto Rico, American Samoa, Guam and the Northern Mariana Islands.

**Urgent Care -** any Condition, which is not an Emergency Medical Condition, that requires immediate attention.

**Urgent Care Provider -** an Other Professional Provider that performs services for health problems that require immediate medical attention that are not Emergency Medical Conditions.

# ELIGIBILITY

**Enrolling for Coverage**

Prior to receiving this Benefit Book, you enrolled, and were accepted or approved by your Group for individual coverage or family coverage. For either coverage, you may have completed an Enrollment Form. There may be occasions when the information on the Enrollment Form is not enough. The Group will then request the additional data needed to determine whether your dependents are Eligible Dependents. Coverage will not begin until your enrollment has been approved and you have been given an effective date.

Under individual coverage, only the Card Holder is covered. Under family coverage, the Card Holder and the Eligible Dependents who have been enrolled are covered.

**Eligible Employees**

An Eligible Employee is:

An employee of a Group member who meets the eligibility requirements of such member including working the required number of hours that such member requires for eligibility. Any applicable waiting period must be satisfied, but will not exceed 90 days.

No person who is eligible to enroll will be denied enrollment based upon health status, health care needs, genetic information, previous medical information, disability or age.

**Eligible Dependents**

An Eligible Dependent is:

- the Card Holder's spouse;
- the Card Holder's or spouse's:
  - natural children;
  - children placed for adoption and legally adopted children;
  - children for whom either the Card Holder or Card Holder's spouse is the Legal Guardian or Custodian; or
  - any children who, by court order, must be provided health care coverage by the Card Holder or Card Holder's spouse.
- the Card Holder's stepchildren.

To be considered Eligible Dependents, children's ages must fall within the age limit specified in the Schedule of Benefits.

Eligibility will continue past the age limit for Eligible Dependents who are unmarried and primarily dependent upon the Card Holder for support due to a physical handicap or intellectual disability which renders them unable to support themselves. This incapacity must have started before the age limit was reached and must be medically certified by a Physician. You must notify your Group of the Eligible Dependent's desire to continue coverage within 31 days of reaching the limiting age. After a two-year period following the date the Eligible Dependent meets the age limit, the Plan may annually require further proof that the dependence and incapacity continue.

**Ineligible Persons**

Ineligible persons under this Plan include dependent spouses that are deemed to be ineligible for their own employer's group health plan by virtue of being an Eligible Dependent under this Plan. Such a plan generally states that a dependent spouse who can be covered under another plan (most commonly a spouse's plan) must enroll under that plan and is ineligible for coverage as an employee under his or her own plan's coverage.

Such plans are often, but not always, called Medical Expense Reimbursement Plan or MERPs. **We will not cover any dependent spouse who is required by the terms of his or her own plan, to enroll in this Plan, subject to any locally negotiated contract.**

**Child Support Order**

In general, a medical child support order is a court order that requires an Eligible Employee to provide medical coverage for his or her children in situations involving divorce, legal separation or paternity dispute. A medical child support order may not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan, except as otherwise required by law. This Plan provides benefits according to the requirements of a medical child support order that is entered by a court of competent jurisdiction or by a local child support enforcement agency. The Group will promptly notify affected Card Holders if a medical child support order is received. The Group will notify these individuals of its procedures for determining whether medical child support orders meet the requirements of the Plan; within a reasonable time after receipt of such order, the Group will determine whether the order is acceptable and notify each affected Card Holder and of its determination. Once the dependent child is enrolled under a medical child support order, the child's appointed guardian will receive a copy of all pertinent information provided to the Eligible Employee. In addition, should the Eligible Employee lose eligibility status, the guardian will receive the necessary information regarding the dependent child's rights for continuation of coverage under COBRA.

**Effective Date**

Coverage starts at 12:01 a.m. on the effective date. No benefits will be provided for services, supplies or charges Incurred before your effective date. Your employer will have rules regarding when your coverage becomes effective, including any applicable waiting periods. Your employer will notify you of the date your group coverage will become effective at the time you enroll for coverage.

**Changes in Coverage**

If you have individual coverage, you may change to family coverage if you marry or you or your spouse acquire an Eligible Dependent. You must notify your Group benefits administrator who must then notify Medical Mutual of the change.

Coverage for a spouse and other Eligible Dependents who become eligible by reason of marriage will be effective on the date of the marriage if a request for their coverage is submitted to the Group within 31 days of marriage.

A newborn child or an adopted child will be covered as of the date of birth or adoptive placement, provided that you request enrollment within 31 days of the date of birth or adoptive placement. Coverage will continue for an adopted child unless the placement is disrupted prior to legal adoption and the child is removed from placement.

It is important to complete and submit your Enrollment Form promptly, because the date this new coverage begins will depend on when you request enrollment.

There are occasions when circumstances change and only the Card Holder is eligible for coverage. Family coverage must then be changed to individual coverage. In addition, the Group must be notified when you or an Eligible Dependent under your Benefit Book becomes eligible for Medicare.

**Special Enrollment**

You or your Eligible Dependent who has declined the coverage provided by this Benefit Book may enroll for coverage under this Benefit Book during any special enrollment period if you lose coverage or add a dependent for the following reasons, as well as any other event that may be added by federal regulations:

1. In order to qualify for special enrollment rights because of loss of coverage, you or your Eligible Dependent must have had other group health plan coverage at the time coverage under this Benefit Book was previously offered. You or your Eligible Dependent must have also stated, in writing, at that time that coverage was declined because of the other coverage, but only if Medical Mutual required such a statement at the time coverage was declined, and you were notified of this requirement and the consequences of declining coverage at that time.
2. If coverage was non-COBRA, loss of eligibility or the Group's contributions must end. A loss of eligibility for special enrollment includes:
    a. Loss of eligibility for coverage as a result of legal separation or divorce
    b. Cessation of dependent status (such as attaining the maximum age to be eligible as a dependent child under the Benefit Book)
    c. Death of an Eligible Employee
    d. Termination of employment
    e. Reduction in the number of hours of employment that results in a loss of eligibility for plan participation (including a strike, layoff or lock-out)

f. Loss of coverage that was one of multiple health insurance plans offered by an employer, and the Eligible Employee elects a different plan during an open enrollment period

g. An individual no longer resides, lives, or works in an HMO Service Area (whether or not within the choice of the individual), and no other benefit package is available to the individual through the other employer

h. A situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual

i. Termination of an employee's or dependent's coverage under Medicaid or under a state child health insurance plan (CHIP)

j. The employee or dependent is determined to be eligible for premium assistance in the Group's plan under a Medicaid or CHIP plan

3. If you or your Eligible Dependent has COBRA coverage, the coverage must be exhausted in order to trigger a special enrollment right. Generally, this means the entire 18, 29 or 36-month COBRA period must be completed in order to trigger a special enrollment for loss of other coverage.
4. Enrollment must be supported by written documentation of the termination of the other coverage with the effective date of said termination stated therein. With the exception of items "i" (termination of Medicaid or CHIP coverage) and "j" (eligibility for premium assistance) above, notice of intent to enroll must be provided to Medical Mutual by the Group no later than thirty-one (31) days following the triggering event with coverage to become effective on the date the other coverage terminated. For items "i" and "j" above, notice of intent to enroll must be provided to Medical Mutual by the Group within sixty (60) days following the triggering event, with coverage to become effective on the date of the qualifying event.

If you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your Eligible Dependents, provided that you request enrollment within thirty-one (31) days after the marriage, birth, adoption or placement for adoption.

**Your Identification Card**

You will receive identification cards. These cards have the Card Holder's name, identification number and group number on them. The identification card should be presented when receiving Covered Services under this coverage because it contains information you or your Provider will need when submitting a claim or making an inquiry. Your receipt or possession of an identification card does not mean that you are automatically entitled to benefits.

Your identification card is the property of Medical Mutual and must be returned to the Group if your coverage ends for any reason. After coverage ends, use of the identification card is not permitted and may subject you to legal action.

# HEALTH CARE BENEFITS

This section describes the services and supplies covered if provided and billed by Providers. All Covered Services must be Medically Necessary unless otherwise specified.

**Please refer to the "Prior Approval of Benefits Received from Non-PPO Network or Non-Contracting Providers" in the "How Claims Are Paid" section of the General Provisions for information regarding services received from Providers who are not in the PPO Network.**

**Women's Health and Cancer Rights Act Notice**

Your Plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema. Call the Customer Service number located on your identification card for more information.

## Alcoholism and Drug Abuse Services

Benefits are provided for the treatment of Alcoholism and Drug Abuse. Covered Services include:

- Inpatient treatment, including rehabilitation and treatment in a Residential Treatment Facility;
- Outpatient treatment, including partial Hospitalization and intensive Outpatient services;
- detoxification services;
- individual and group psychotherapy;
- psychological testing; and
- counseling with family members to assist with diagnosis and treatment. This coverage will provide payment for Covered Services only for those family members who are considered Covered Persons under this Benefit Book. Charges will be applied to the Covered Person who is receiving family counseling services, not necessarily the patient receiving treatment for Alcoholism or Drug Abuse.

Inpatient admissions to a Hospital Provider or Residential Treatment Facility must be preauthorized. The telephone number for Preauthorization is listed on the back of your identification card. Contracting Providers and PPO Network Providers will assure that Preauthorization is done; since the Provider is responsible for obtaining Preauthorization, there is no penalty to you if this is not done. If a Non-Contracting Provider is utilized, **you** are responsible for obtaining Preauthorization. If you do not obtain Preauthorization, and it is later determined that the admission was not Medically Necessary or not covered for any reason, you will be responsible for all Billed Charges.

## Allergy Tests and Treatments

Allergy tests and treatment that are performed and related to a specific diagnosis are Covered Services.

## Ambulance Services

To be covered, ambulance services must be **Medically Necessary**. We will provide benefits for ambulance transportation by a licensed, professional ground ambulance service to the closest facility that can provide the needed services appropriate for your Condition.

Covered transportation:

- from the scene of an accident or Emergency Medical Condition to the closest Hospital to provide Emergency Services;

- from one Hospital to another Hospital, including when we require a Covered Person to move from a Non-PPO Network Hospital to a PPO Network Hospital;
- from a Hospital or a Skilled Nursing Facility to your home or to another facility, if an ambulance is the only safe way to transport you;
- from your home to a Hospital, if an ambulance is the only safe way to transport you;
- When during a covered Inpatient stay at a Hospital, Skilled Nursing Facility or acute rehabilitation Hospital, an ambulance is required to safely and adequately transport you to or from Inpatient or Outpatient Medically Necessary treatment.

It's important to note:

- Ambulance services are a Covered Service only when the Covered Person's Condition is such that use of any other method of transportation could endanger the Covered Person's health.
- Covered Services include treatment of a sickness or injury by medical Professionals from an ambulance service when you are not transported, if Medically Necessary.
- Transportation for Emergency Medical Conditions will also be covered when provided by a professional ambulance service for other than local ground transportation, such as air and water transportation, only when special treatment is required and the transportation is to the nearest Hospital qualified to provide the special treatment.
- Transportation for Conditions other than Emergency Medical Conditions via ambulance are a Covered Service only when Medically Necessary and certified by a Physician, except:
  - when a Covered Person is required by Medical Mutual to move from a Non-PPO Network Provider to a PPO Network Provider; or
  - when ordered by an employer, school, fire or public safety official, and the Covered Person is not in a position to refuse.

**Non-Covered services for ambulance include, but are not limited to, trips to a Physician's office clinic, a morgue or a funeral home. Transportation services provided by an ambulette or a wheelchair van are also not Covered Services.**

## Autism Spectrum Disorders

Benefits are payable for the screening, diagnosis, and treatment of autism spectrum disorders.

Covered Services include:

- Speech/language therapy, occupational therapy and physical therapy performed by a licensed therapist.
- Clinical therapeutic intervention which includes, but is not limited to, applied behavior analysis. This intervention must be provided by, or be under the supervision of, a Professional who is licensed, certified, or registered by an appropriate state agency to perform such services in accordance with a treatment plan.
- Mental/behavioral health Outpatient services performed by a licensed Psychologist, psychiatrist, or Physician providing consultation, assessment, development, or oversight of treatment plans.
- Prescription Drugs.

Treatment for autism spectrum disorders means evidence-based care and related equipment prescribed or ordered for a Covered Person diagnosed with an autism spectrum disorder by a licensed Physician who is a developmental pediatrician or a licensed Psychologist trained in autism who determines the care to be Medically Necessary.

All Covered Services must be prescribed or ordered by either a developmental pediatrician or a Psychologist trained in autism spectrum disorders and may require Preauthorization.

## Case Management

Case management is an economical, common-sense approach to managing health care benefits. Medical Mutual's case management staff evaluates opportunities to cover cost-effective alternatives to the patient's current health care needs. Case management has proven to be very effective with catastrophic cases, long-term care, and psychiatric and Substance

Abuse treatment. In such instances, benefits not expressly covered in this Benefit Book may be approved. All case management programs are voluntary for the patient.

Coverage for these services must be approved in advance and in writing by Medical Mutual.

To learn more about these services, you may contact Medical Mutual's case management staff.

## Clinical Trial Programs

Benefits are provided for Routine Patient Costs administered to a Covered Person participating in any stage of an Approved Clinical Trial, if that care would be covered under the Plan if the Covered Person was not participating in a clinical trial.

In order to be eligible for benefits, the Covered Person must meet the following conditions (number 2 below is not required for cancer clinical trials in Ohio):

1. The Covered Person is eligible to participate in an Approved Clinical Trial, according to the trial protocol with respect to treatment of cancer or other Life-threatening Conditions.
2. Either:
    a. The referring Provider is a PPO Network Provider and has concluded that the Covered Person's participation in such trial would be appropriate based upon the Covered Person meeting the conditions described in "1" above; or
    b. The Covered Person provides medical and scientific information establishing that his or her participation in such trial would be appropriate based upon the Covered Person meeting the conditions described in "1" above.

If the clinical trial is not available from a PPO Network Provider, the Covered Person may participate in an Approved Clinical Trial administered by a Non-Contracting Provider. However, the Routine Patient Costs will be covered at the Non-Contracting Amount, and the Covered Person may be subject to balance billing up to the Provider's Billed Charges for the services.

"Approved Clinical Trial" means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or Condition and is described in any of the following:

- A federally funded trial.
- The study or investigation is conducted under an Investigational new drug application reviewed by the Food and Drug Administration.
- The study or investigation is a drug trial that is exempt from having such an Investigational new drug application.

"Life-threatening Condition" means any disease or Condition from which the likelihood of death is probable unless the course of the disease or Condition is interrupted.

"Routine Patient Costs" means all health care services that are otherwise covered under the Plan for the treatment of cancer or other Life-threatening Condition that is typically covered for a patient who is not enrolled in an Approved Clinical Trial.

"Subject of a Clinical Trial" means the health care service, item, or drug that is being evaluated in the Approved Clinical Trial and that is not a Routine Patient Cost.

No benefits are payable for the following:

- A health care service, item, or drug that is the subject of the Approved Clinical Trial;
- A health care service, item, or drug provided solely to satisfy data collection and analysis needs and that is not used in the direct clinical management of the patient;
- An Experimental or Investigational drug or device that has not been approved for market by the United States Food and Drug Administration;
- Transportation, lodging, food, or other expenses for the patient, or a family member or companion of the patient, that are associated with the travel to or from a facility providing the Approved Clinical Trial;
- An item or drug provided by the Approved Clinical Trial sponsors free of charge for any patient;
- A service, item, or drug that is eligible for reimbursement by an entity other than Medical Mutual, including the sponsor of the Approved Clinical Trial;

- A service, item, or drug that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

## Dental Services for an Accidental Injury

Dental services will only be covered for initial injuries sustained in an accident. The accidental injury must have caused damage to the jaws, sound natural teeth, mouth or face. Injury as a result of chewing or biting shall not be considered an accidental injury.

The above exclusion for injuries as a result of biting or chewing shall not apply if such injury was the result of domestic violence or if an underlying medical Condition caused the biting or chewing-related injuries. For example, a Covered Person with epilepsy involuntarily clamps down on his teeth and breaks one during a seizure.

The underlying Illness must cause the chewing or biting accident that results in injury to the jaws, sound natural teeth, mouth or face. If a Covered Person has an underlying Illness that causes the teeth to be more susceptible to injury, dental services related to such injury will not be covered as an injury sustained in an accident.

Coverage may be provided for dental implants only when due to trauma, accidents or as deemed Medically Necessary by Medical Mutual.

## Diagnostic Services

A diagnostic service is a test or procedure performed, when you have specific symptoms, to detect or monitor your Condition. It must be ordered by a Physician or Other Professional Provider. Covered diagnostic services are limited to the following:

- radiology, ultrasound and nuclear medicine;
- laboratory and pathology services; and
- EKG, EEG, MRI and other electronic diagnostic medical procedures.

## Drugs and Biologicals

You are covered for Prescription Drugs and biologicals that cannot be self-administered and are furnished as part of a Physician's professional service, such as antibiotics, joint injections and chemotherapy, in the course of the diagnosis or treatment of a Condition. Other drugs that can be self-administered or that may be obtained under drug coverage, if applicable, are not covered but the administration of the drug may be covered.

Drugs that can be covered under your supplemental Prescription Drug plan need to be obtained under your Pharmacy coverage.

Specialty Prescription Drugs require prior approval from Medical Mutual.

Medical Mutual, along with your Physician, will determine which setting is most appropriate for these drugs and biologicals to be administered to you.

Medical Mutual may, in its sole discretion, establish Quantity Limits and/or age limits for specific Prescription Drugs. Covered Services will be limited based upon Medical Necessity, Quantity Limits and/or age limits established by Medical Mutual or utilization guidelines. Medical Mutual may require other utilization programs, such as Step Therapy and Prior Authorization, on certain Prescription Drugs. These programs are described further below. The Medical Necessity decisions are made by going through a coverage review process.

**Step Therapy:** a program to determine whether you qualify for coverage based upon certain information, such as medical history, drug history, age and gender. This program requires that you try another drug before the target drug will be covered under this plan, unless special circumstances exist. If your Physician believes that special circumstances exist and would like to request a step therapy exemption, he or she may request a coverage review by providing Medical Mutual with supporting documentation and rationale for the request. Medical Mutual will approve or deny the request within forty-eight (48) hours for a request related to Urgent Care, or within ten (10) calendar days for all other requests. Your Provider may, on your behalf, appeal any exemption request that is denied. Medical

Mutual will approve or deny the appeal within forty-eight (48) hours for an appeal related to Urgent Care, or within ten (10) calendar days for all other requests. If the appeal does not resolve the disagreement, You, or Your authorized representative, may request an external review. Refer to the General Provision found later in this Policy entitled, "Filing an Internal Appeal and External Review" for more information. If Medical Mutual does not approve or deny an exemption request or appeal, as applicable, within the time frames noted above, that exemption request is deemed to be approved. Medical Mutual may still require that you try an alternative product that is deemed interchangeable by the FDA, before providing or renewing coverage for the Prescription Drug.

**Prior Authorization:** a program applied to certain Prescription Drugs and/or therapeutic categories to define and/or limit the conditions under which they will be covered. Prior authorization helps promote appropriate use and enforcement of medically accepted guidelines for Prescription Drug benefit coverage.

Prior Authorization is required for most Specialty Prescription Drugs and may also be required for certain other Prescription Drugs (or the prescribed quantity of a certain Prescription Drug).

**Quantity limits:** Certain Prescription Drugs are covered only up to a certain limit. Quantity Limits help promote appropriate dosing of Prescription Drugs and enforce medically accepted guidelines for Prescription Drug benefit coverage. Obtaining quantities beyond the predetermined limit requires Prior Authorization.

## Emergency Services

You are covered for Medically Necessary Emergency Services for an Emergency Medical Condition. Emergency Services are available 24 hours a day, 7 days a week.

In the event of an emergency:

- call 911 or go to the nearest Hospital or Independent Freestanding Emergency Department; and
- notify Medical Mutual, by calling Customer Care at the phone number shown on your identification card, within 24 hours, or as soon as medically possible, if the nearest Hospital or Independent Freestanding Emergency Department is not in the PPO Network.

Emergency Services do not require Prior Authorization and are payable at the PPO Network level of benefits shown in the Schedule of Benefits, regardless of whether these services are obtained from a PPO Network Provider, a Non-PPO Network Provider or a Non-Contracting Provider.

Services are no longer considered "Emergency Services" when all of the following conditions are met:

- The Covered Person's Provider determines the Covered Person is able to travel using nonmedical transportation or nonemergency medical transportation to an available PPO Network Provider located within a reasonable travel distance, taking into consideration the Covered Person's medical Condition.
- The Covered Person's Provider satisfies the notice and consent criteria of the applicable federal or state law prohibiting balance billing as well as any guidance subsequently issued thereto.
- The Covered Person is in a condition to receive the notice and consent information and provide an informed consent, thereby giving up his or her rights to be protected from balance billing for the Emergency Services.

## Gender Affirming Surgery

The Plan will cover Medically Necessary services for gender affirming Surgery, subject to accepted medical clinical guidelines and Medical Mutual's corporate medical policies.

## Home Health Care Services

The following are Covered Services when you receive them from a Hospital or a Home Health Care Agency:

- professional services of a registered or licensed practical nurse;
- treatment by physical means, occupational therapy and speech therapy;
- medical and surgical supplies;

- Prescription Drugs;
- oxygen and its administration;
- medical social services, such as the counseling of patients; and
- home health aide visits when you are also receiving covered nursing or therapy services.

The Plan will not cover any home health care services or supplies which are not specifically listed in this Home Health Care Services section. Examples include but are not limited to:

- homemaker services;
- food or home delivered meals; and
- Custodial Care, rest care or care which is only for someone's convenience.

All Home Health Care services must be certified initially by your Physician and your Physician must continue to certify that you are receiving Skilled Care and not Custodial Care as requested by the Plan. All services will be provided according to your Physician's treatment plan and as authorized as Medically Necessary by Medical Mutual.

## Hospice Services

Hospice services consist of health care services provided to a Covered Person who is a patient with a reduced life expectancy due to advanced illness. Hospice services must be provided through a freestanding Hospice Facility or a hospice program sponsored by a Hospital or Home Health Care Agency. Hospice services may be received by the Covered Person in a private residence.

The following Covered Services are considered hospice services:

- professional services of a registered or licensed practical nurse;
- treatment by physical means, occupational therapy and speech therapy;
- medical and surgical supplies;
- Prescription Drugs;
- oxygen and its administration;
- medical social services, such as the counseling of patients;
- home health aide visits when you are also receiving covered nursing or therapy services;
- acute Inpatient hospice services;
- respite care;
- dietary guidance; counseling and training needed for a proper dietary program;
- durable medical equipment; and
- bereavement counseling for family members.

**Non-covered hospice services include but are not limited to:**

- **volunteer services;**
- **spiritual counseling;**
- **homemaker services;**
- **food or home delivered meals;**
- **chemotherapy or radiation therapy if other than to relieve the symptoms of a Condition; and**
- **Custodial Care, rest care or care which is only for someone's convenience.**

## Inpatient Health Education Services

Benefits are provided for educational, vocational and training services while an Inpatient of a Hospital or Other Facility Provider.

## Inpatient Hospital Services

The Covered Services listed below are benefits when services are performed in an Inpatient setting, unless otherwise specified.

The following bed, board and general nursing services are covered:

- a semiprivate room or ward;
- a private room, when Medically Necessary; if you request a private room, the Plan will provide benefits only for the Hospital's average semiprivate room rate;
- newborn nursery care; and
- a bed in a special care unit approved by Medical Mutual. The unit must have facilities, equipment and supportive services for the intensive care of critically ill patients.

Covered ancillary Hospital services include, but are not limited to:

- operating, delivery and treatment rooms and equipment;
- Prescription Drugs;
- whole blood, blood derivatives, blood plasma and blood components, including administration and blood processing. The Plan will cover the cost of administration, donation and blood processing of your own blood in anticipation of Surgery, but Charges for the blood are excluded.
- anesthesia, anesthesia supplies and services;
- oxygen and other gases;
- medical and surgical dressings, supplies, casts and splints;
- diagnostic services;
- therapy services; and
- surgically inserted prosthetics such as pacemakers and artificial joints.

**Non-covered Hospital services include, but are not limited to:**

- **gowns and slippers;**
- **shampoo, toothpaste, body lotions and hygiene packets;**
- **take-home drugs;**
- **telephone and television; and**
- **guest meals or gourmet menus.**

**Coverage is not provided for an Inpatient admission, the primary purpose of which is:**

- **diagnostic services;**
- **Custodial Care;**
- **rest care;**
- **environmental change;**
- **physical therapy; or**
- **residential treatment (for Conditions other than those related to Mental Health Care, Drug Abuse or Alcoholism).**

**Coverage for Inpatient care is not provided when the services could have been performed on an Outpatient basis, and it was not Medically Necessary, as determined by Medical Mutual, for you to be an Inpatient to receive them.**

Inpatient admissions to a Hospital must be preauthorized. The telephone number for Preauthorization is listed on the back of your identification card. Contracting Providers and PPO Network Providers will assure that Preauthorization is done; since the Provider is responsible for obtaining Preauthorization, there is no penalty to you if this is not done. If a Non-Contracting Provider is utilized, **you** are responsible for obtaining Preauthorization. If you do not obtain Preauthorization, and it is later determined that the admission was not Medically Necessary or not covered for any reason, you will be responsible for all Billed Charges. However, if your Inpatient stay is for an organ transplant, please review the requirements under the Organ Transplant Services section.

## Inpatient Physical Medicine and Rehabilitation Services

Coverage is provided for acute Inpatient care from a Provider for physical rehabilitation services received in a rehabilitation facility.

## Maternity Services, including Notice required by the Newborns' and Mothers' Protection Act

Hospital, medical and surgical services for a normal pregnancy, complications of pregnancy and routine nursery care for a well newborn are covered.

Coverage for the Inpatient postpartum stay for the mother and the newborn child in a Hospital will be, at a minimum, 48 hours for a vaginal delivery and 96 hours for a caesarean section. It will be for the length of stay recommended by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists in their Guidelines for Perinatal Care. Please note that neither you nor your Provider is required to obtain prior approval of an Inpatient maternity stay that falls within these time frames.

Physician or advanced practice registered nurse-directed, follow-up care services are covered after discharge including:

- parent education;
- physical assessments of the mother and newborn;
- assessment of the home support system;
- assistance and training in breast or bottle feeding;
- performance of any Medically Necessary and appropriate clinical tests; and
- any other services that are consistent with the follow-up care recommended in the protocols and guidelines developed by national organizations that represent pediatric, obstetric and nursing professionals.

Covered Services will be provided whether received in a medical setting or through home health care visits. Home health care visits are only covered if the health care professional who conducts the visit is knowledgeable and experienced in maternity and newborn care.

If requested by the mother, coverage for a length of stay shorter than the minimum period mentioned above may be permitted if the attending Physician or the certified nurse-midwife in applicable cases, determines further Inpatient postpartum care is not necessary for the mother or newborn child, provided the following are met:

- In the opinion of your attending Physician, the newborn child meets the criteria for medical stability in the Guidelines for Perinatal Care prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists that determine the appropriate length of stay based upon the evaluation of:
    - the antepartum, intrapartum and postpartum course of the mother and infant;
    - the gestational stage, birth weight and clinical Condition of the infant;
    - the demonstrated ability of the mother to care for the infant after discharge; and
    - the availability of postdischarge follow up to verify the Condition of the infant after discharge.

When a decision is made to discharge a mother or newborn prior to the expiration of the applicable number of hours of Inpatient care required to be covered, at home post delivery follow up care visits are covered for you at your residence by a Physician or nurse when performed no later than 72 hours following you and your newborn child's discharge from the Hospital. Coverage for this visit includes, but is not limited to:

- parent education;
- physical assessments;
- assessment of the home support system;
- assistance and training in breast or bottle feeding; and
- performance of any maternal or neonatal tests routinely performed during the usual course of Inpatient care for the mother or newborn child, including the collection of an adequate sample for the hereditary and metabolic newborn screening.

At the mother's discretion, this visit may occur at the facility of the Provider.

Surrogacy: the Plan will cover Maternity Services as described in this Benefit Book for you if you are acting as a surrogate. However, to the extent that you receive any compensation or payment from any third party, even if the compensation or payment is designated for services other than medical expenses, Medical Mutual has a right to subrogate against that compensation to the extent that it pays maternity claims under this Benefit Book. You are obligated to notify Medical Mutual of any compensation or payment you receive as a result of acting as a surrogate and the benefits payable hereunder are contingent on your cooperation according to this provision. No coverage will be provided for maternity services Incurred by a person not covered under this Benefit Book who is acting as a surrogate for you or any Dependent.

## Medical Care

**Concurrent Care -** You are covered for care by two or more Physicians during one Hospital stay when you have two or more unrelated Conditions. You are also covered for care for a medical Condition by a Physician who is not your surgeon while you are in the Hospital for Surgery.

**Inpatient Consultation -** A bedside examination by another Physician or Other Professional Provider is covered when requested by your attending Physician.

If the consulting Physician takes charge of your care, consultation services are not covered. When this occurs, the consulting Physician is considered to be the new attending Physician. Coverage is not provided for both the new attending Physician and the Physician who was initially treating you for services rendered at the same time.

Staff consultations required by Hospital rules are not covered.

**Inpatient Medical Care Visits -** The examinations given to you by your Physician or Other Professional Provider while you are in the Hospital are Covered Services. Benefits are provided for one visit each day you are an Inpatient.

If your Group changes your health care benefits, causing an increase or decrease in your Inpatient Medical Care Visits allowed, the number of Inpatient Medical Care Visits already used will be deducted from the number of visits available under your new coverage.

**Intensive Medical Care -** Constant medical attendance and treatment is covered when your Condition requires it.

**Newborn Examination -** Your coverage includes the Inpatient Medical Care Visits to examine a newborn. Refer to the Eligibility section for information about enrolling for family coverage.

**Office Visits**

- Office visits and consultations to examine, diagnose and treat a Condition are Covered Services. You may be charged for missed office visits if you fail to give notice or reasonable cause for cancellation.
- Telehealth Services are covered as appropriate for the services being rendered by the Covered Person's Provider. For example, audio-only Telehealth Services are generally Covered Services, unless it is not clinically appropriate to provide such services without a face-to-face interaction.

## Medical Supplies and Durable Medical Equipment

This section describes supplies and equipment that are covered when prescribed by your Physician. These supplies and equipment must serve a specific, therapeutic purpose in the treatment of a Condition.

**Medical and Surgical Supplies -** Disposable supplies which serve a specific therapeutic purpose are covered. These include:

- syringes;
- needles;
- oxygen;
- surgical dressings and other similar items; and
- Jobst stockings and support/compression stockings.

**Items usually stocked in the home for general use are not covered. These include, but are not limited to:**

- **elastic bandages;**

- **thermometers; and**
- **corn and bunion pads.**

**Durable Medical Equipment (DME) -** Equipment which serves only a medical purpose and must be able to withstand repeated use is covered. Upon request, your Physician must provide a written treatment plan that shows how the prescribed equipment is Medically Necessary for the diagnosis or treatment of a Condition or how it will improve the function of a malfunctioning body part. If you need to use this equipment for more than six months, your Physician may be required to recertify that continued use is Medically Necessary.

Be sure to contact Medical Mutual before selecting your DME so that you understand the rental and/or purchase options that are available under this Plan.

Covered DME includes:

- blood glucose monitors;
- respirators;
- home dialysis equipment;
- wheelchairs;
- hospital beds;
- crutches;
- mastectomy bras; and
- augmentive communication devices, when approved by Medical Mutual, based on the Covered Person's Condition.

**Deluxe**

If the supplies, equipment and appliances include comfort, luxury or convenience items or features which exceed what is Medically Necessary in your situation or needed to treat your Condition, reimbursement will be based on the maximum allowable charge for a standard item that is a Covered Service, serves the same purpose and is Medically Necessary. Any expense that exceeds the maximum allowable charge for the standard item which is a Covered Service is your responsibility. For example, the reimbursement for a motorized wheelchair will be limited to the reimbursement for a standard wheelchair, when a standard wheelchair adequately accommodates your Condition.

**Repair/Warranty/Misuse**

Repair, adjustment and replacement of purchased equipment, supplies or appliances as set forth below may be covered, as approved by Medical Mutual. The repair, adjustment or replacement of the purchased equipment, supply or appliance is covered if:

1. The equipment, supply or appliance is a Covered Service;
2. The continued use of the item is Medically Necessary;
3. There is reasonable justification for the repair, adjustment, or replacement. (Warranty expiration is not reasonable justification.)

In addition, replacement of purchased equipment, supplies or an appliance may be covered if:

1. The equipment, supply or appliance is worn out or no longer functions.
2. Repair is not possible or would equal or exceed the cost of replacement. An assessment by a rehabilitation equipment specialist or vendor should be done to estimate the cost of repair.
3. A Covered Person's clinical needs have changed, and the current equipment is no longer usable. For example: due to weight gain, rapid growth, or deterioration of function, etc.
4. The equipment, supply or appliance is damaged and cannot be repaired. Benefits for repairs and replacement do not include the following:
    - Repair and replacement due to misuse, malicious breakage or gross neglect.
    - Replacement of lost or stolen items.

**Non-covered equipment includes, but is not limited to:**

- **rental costs if you are in a facility which provides such equipment;**
- **Physician's equipment, such as a blood pressure cuff or stethoscope;**
- **items not primarily medical in nature such as:**

- **an exercycle, treadmill, bidet toilet seat, elevator and chair lifts, lifts for vans for motorized wheelchairs and scooters;**
- **items for comfort and convenience;**
- **disposable supplies and hygienic equipment;**
- **self-help devices such as: bedboards, bathtubs, sauna baths, overbed tables, adjustable beds, special mattresses, telephone arms, air conditioners and electric cooling units; and**
- **other compression devices.**

**Orthotic Devices -** rigid or semi-rigid supportive devices used: 1) to support, align, prevent or correct deformities; 2) to improve the function of movable parts of the body; or 3) which limit or stop motion of a weak or diseased body part.

These devices include, but are not limited to:

- Cervical collars;
- Ankle foot orthosis;
- Corsets (back and surgical);
- Splints (extremity);
- Trusses and supports;
- Slings;
- Wristlets;
- Built-up shoes; and
- Custom-made shoe inserts.

Covered Services for orthotic devices are:

- The initial purchase, fitting and repair of the device.
- The cost of casting (if billed with the orthotic device and not separately), molding, fittings and adjustments.
- One replacement per year when Medically Necessary. Benefits may also be provided for Covered Persons under age 18, due to rapid growth, or for any Covered Person when an appliance is damaged and cannot be repaired.

**Non-covered orthotic devices include, but are not limited to:**

- **Orthopedic shoes (except therapeutic shoes for diabetes);**
- **Non-custom-made foot support devices, such as arch supports and corrective shoes, unless they are an integral part of a leg brace;**
- **Standard elastic stockings, garter belts; and**
- **Corn and bunion pads.**

**Prosthetic Appliances -** Your coverage includes the purchase, fitting, adjustments, repairs and replacements of prosthetic devices which are artificial substitutes and necessary supplies that:

- replace all or part of a missing body organ or limb and its adjoining tissues; or
- replace all or part of the function of a permanently useless or malfunctioning body organ or limb.

Covered prosthetic appliances include:

- intraocular lens implantation for the treatment of cataract, aphakia or keratoconus;
- soft lenses or sclera shells for use as corneal bandages when needed as a result of eye Surgery;
- artificial hands, arms, feet, legs and eyes, including permanent lenses; and
- appliances needed to effectively use artificial limbs or corrective braces; and
- mastectomy prosthetics.

**Non-covered prosthetic appliances include but are not limited to:**

- **dentures, unless as a necessary part of a covered prosthesis;**
- **dental appliances;**
- **eyeglasses, including lenses or frames, unless used to replace an absent lens of the eye;**
- **replacement of cataract lenses unless needed because of a lens prescription change;**

- **taxes included in the purchase of a covered prosthetic appliance;**
- **deluxe prosthetics that are specially designed for uses such as sporting events; and**
- **wigs and hair pieces.**

## Mental Health Care Services

Covered Services for the treatment of Mental Illness include:

- Inpatient treatment, including treatment in a Residential Treatment Facility;
- Outpatient treatment, including partial Hospitalization and intensive Outpatient services;
- individual and group psychotherapy;
- electroshock therapy and related anesthesia only if given in a Hospital or Psychiatric Hospital;
- psychological testing;
- counseling with family members to assist with diagnosis and treatment. This coverage will provide payment for Covered Services only for those family members who are considered Covered Persons under this Benefit Book. Charges will be applied to the Covered Person who is receiving family counseling services, not necessarily the patient;
- In addition, as provided in Medical Mutual's medical policy guidelines, certain behavioral assessment and intervention services for individual, family and group psychotherapy will also be covered for a medical Condition.

**Services for learning disabilities, other than those necessary to evaluate or diagnose these Conditions, are not covered.** Services for the treatment of attention deficit disorder are covered.

Inpatient admissions to a Hospital Provider or Residential Treatment Facility Provider must be preauthorized. The telephone number for Preauthorization is listed on the back of your identification card. Contracting Providers and PPO Network Providers will assure that Preauthorization is done; since the Provider is responsible for obtaining Preauthorization, there is no penalty to you if this is not done. If a Non-Contracting Provider is utilized, **you** are responsible for obtaining Preauthorization. If you do not obtain Preauthorization, and it is later determined that the admission was not Medically Necessary or not covered for any reason, you will be responsible for all Billed Charges.

## Organ Transplant Services

Your coverage includes benefits for the following Medically Necessary human organ transplants:

- bone marrow;
- cornea;
- heart;
- heart and lung;
- kidney;
- liver;
- lung;
- pancreas; and
- pancreas and kidney

Additional organ transplants will be considered for coverage provided that the transplant is Medically Necessary, not Experimental and is considered accepted medical practice for your Condition.

**Organ Transplant Preauthorization -** In order for an organ transplant to be a Covered Service, the proposed course of treatment and the Inpatient stay for the organ transplant must both be preauthorized by Medical Mutual.

Contracting Providers and PPO Network Providers are responsible for obtaining Preauthorization of both the proposed course of treatment and the Inpatient stay. If a Non-Contracting Provider is utilized, the Covered Person is responsible for obtaining Preauthorization for both the proposed course of treatment and for the Inpatient stay. If the required Preauthorization does not occur, and the organ transplant is determined to be Experimental/Investigational or not to be Medically Necessary, the Covered Person may be responsible for all Billed Charges for that organ transplant.

After your Physician has examined you, he must provide Medical Mutual with:

- the proposed course of treatment for the transplant;
- the name and location of the proposed Transplant Center; and
- copies of your medical records, including diagnostic reports for Medical Mutual to determine the suitability and Medical Necessity of the transplant services. This determination will be made in accordance with uniform medical criteria that has been specifically tailored to each organ. You may also be required to undergo an examination by a Physician chosen by Medical Mutual. You and your Physician will then be notified of Medical Mutual's decision.

**Obtaining Donor Organs -** The following services will be Covered Services when they are necessary in order to acquire a legally obtained human organ:

- evaluation of the organ;
- removal of the organ from the donor; and
- transportation of the organ to the Transplant Center.

**Donor Benefits -** Benefits necessary for obtaining an organ from a living donor or cadaver are provided. Donor benefits are provided and processed under the transplant recipient's coverage only and are subject to any applicable limitations and exclusions. Donor benefits include treatment of immediate post operative complications if Medically Necessary as determined by Medical Mutual. Such coverage is available only so long as the recipient's coverage is in effect.

**The Plan does not provide organ transplant benefits for services, supplies or Charges:**

- **that are not furnished through a course of treatment which has been approved by Medical Mutual;**
- **for other than a legally obtained organ;**
- **for travel time and the travel-related expenses of a Provider;**
- **that are related to other than human organ.**

## Other Outpatient Services

**Chemotherapy -** The treatment of malignant disease by chemical or biological antineoplastic agents.

**Dialysis Treatments -** The treatment of an acute or chronic kidney ailment by dialysis methods, including chronic ambulatory peritoneal dialysis, which may include the supportive use of an artificial kidney machine.

**Radiation Therapy -** The treatment of disease by X-ray, radium or radioactive isotopes.

**Respiratory/Pulmonary Therapy -** Treatment by the introduction of dry or moist gases into the lungs, including, but not limited to, inhalation treatment (pressurized and non-pressurized) for acute airway obstruction or sputum induction for diagnostic purposes.

## Outpatient Institutional Services

The Covered Services listed below are covered when services are performed in an Outpatient setting, unless otherwise specified.

**Covered Institutional services include, but are not limited to:**

- operating, delivery and treatment rooms and equipment;
- whole blood, blood derivatives, blood plasma and blood components, including administration and blood processing. The Plan will cover the cost of administration, donation and blood processing of your own blood in anticipation of Surgery, but Charges for the blood are excluded.
- anesthesia, anesthesia supplies and services; and
- surgically inserted prosthetics such as pacemakers and artificial joints.

**Pre-Admission Testing -** Outpatient tests and studies required before a scheduled Inpatient Hospital admission or Outpatient surgical service are covered.

**Post-Discharge Testing -** Outpatient tests and studies required as a follow-up to an Inpatient Hospital stay or an Outpatient surgical service are covered.

## Outpatient Rehabilitative Services

Rehabilitative therapy services and supplies are used for a person to regain or prevent deterioration of a function that has been lost or impaired due to illness, injury or disabling Condition. Therapy services must be ordered by a Physician or Other Professional Provider to be covered. Covered Services are limited to the therapy services listed below:

**Cardiac Rehabilitation Services -** Benefits are provided for cardiac rehabilitation services which are Medically Necessary as the result of a cardiac event. The therapy must be reasonably expected to result in a significant improvement in the level of cardiac functioning.

**Chiropractic/Spinal Manipulation Visits -** The treatment given to relieve pain, restore maximum function and to prevent disability following disease, injury or loss of a body part, by a chiropractor. These Covered Services include, but are not limited to, Office Visits, physical treatments, hydrotherapy, heat or similar methods, physical agents, biomechanical and neurophysiological principles and may include devices. **Braces and molds are not covered under this benefit.**

**Hyperbaric Therapy -** The provision of pressurized oxygen for treatment purposes.

**Occupational Therapy -** Occupational therapy services are covered if it is expected that the therapy will result in a significant improvement in the level of functioning.

All occupational therapy services must be performed by a certified, licensed occupational therapist.

**Occupational therapy services are not Covered Services when a patient suffers a temporary loss or reduction of function which is expected to improve on its own with increased normal activities.**

**Physical Therapy -** The treatment given to relieve pain, restore maximum function and to prevent disability following disease, injury or loss of a body part. These Covered Services include physical treatments, hydrotherapy, heat or similar methods, physical agents, biomechanical and neurophysiological principles and may include devices. **Braces and molds are not covered under this benefit.**

All physical therapy services must be performed by a certified, licensed physical therapist.

**Speech Therapy -** In order to be considered a Covered Service, this therapy must be performed by a certified, licensed speech therapist.

## Prescription Drug Benefits

**Unless otherwise indicated, the paragraphs within this benefit apply to Prescription Drugs received from both retail Pharmacies and through the Home Delivery Program.**

### Formulary-only Coverage

This Plan uses a Prescription Drug Formulary. Prescription Drugs not listed on the Formulary are generally not covered. However, the Covered Person, or his or her designee/Physician (or other Prescriber, as appropriate), can ask Medical Mutual to make an exception to cover a particular non-Formulary drug through the coverage review process.

An exception may be granted by Medical Mutual if the Formulary alternative drug(s) have been ineffective in the treatment of the Covered Person's disease or Condition, or the Formulary alternative drug(s) cause, or are reasonably expected to cause, a harmful or adverse reaction in the Covered Person. If such an exception is granted, the Covered Person will not be responsible for any cost sharing beyond the cost sharing required for the applicable Formulary drug.

### How the Benefit Works

The Plan will provide benefits for Medically Necessary Prescription Drug Covered Services that are dispensed for your Outpatient use. Determinations of Medical Necessity are made by going through a coverage review process. More information on this coverage review process can be found by contacting Customer Service at the phone number shown on your identification card.

All Prescription Drugs and refills must be prescribed by a Physician or other Professional Provider who is licensed by his or her state to write prescriptions ("Prescriber").

You are required to present your identification card to the Pharmacy each time you obtain Prescription Drugs. If you do not present your identification card, or you do not go to a Network Pharmacy, you may pay a higher price for your Prescription Drugs or be responsible for Excess Charges.

Benefits will be provided based on the Prescription Drug Allowed Amount. The Covered Person is responsible for any Copayment, Coinsurance or Deductible amounts specified in the Schedule of Benefits. If the Prescription Drug or injectable insulin Allowed Amount is less than the Prescription Drug Copayment, your liability is limited to the Prescription Drug Allowed Amount only.

When providing benefits for all, or certain, Prescription Drugs, Medical Mutual may, in its sole discretion:

- Require coverage management programs, such as Quantity Limits, Step Therapy and Prior Authorization (described below).
- Establish age limits.
- Ask for a second opinion from a Physician of Medical Mutual's choice and at Medical Mutual's expense.
- Provide varying levels of benefits based upon the method of treatment (e.g., by mouth, injections, topical, inhaled, etc.) and/or the treatment setting.
- Limit coverage to only one dosage or form of a Prescription Drug when the same drug (that is, a drug with the same active ingredient) is available in different dosages or forms from the same or different manufacturers.

**Coverage Management Programs**

**Quantity limits:** Certain Prescription Drugs are covered only up to a certain limit. Quantity Limits help promote appropriate dosing of Prescription Drugs and enforce medically accepted guidelines for Prescription Drug benefit coverage. Obtaining quantities beyond the predetermined limit requires Prior Authorization.

**Step Therapy:** a program to determine whether you qualify for coverage based upon certain information, such as medical history, drug history, age and gender. This program requires that you try another drug before the target drug will be covered under this plan, unless special circumstances exist. If your Physician believes that special circumstances exist and would like to request a step therapy exemption, he or she may request a coverage review by providing Medical Mutual with supporting documentation and rationale for the request. Medical Mutual will approve or deny the request within forty-eight (48) hours for a request related to Urgent Care, or within ten (10) calendar days for all other requests. Your Provider may, on your behalf, appeal any exemption request that is denied. Medical Mutual will approve or deny the appeal within forty-eight (48) hours for an appeal related to Urgent Care, or within ten (10) calendar days for all other requests. If the appeal does not resolve the disagreement, You, or Your authorized representative, may request an external review. Refer to the General Provision found later in this Policy entitled, "Filing an Internal Appeal and External Review" for more information. If Medical Mutual does not approve or deny an exemption request or appeal, as applicable, within the time frames noted above, that exemption request is deemed to be approved. Medical Mutual may still require that you try an alternative product that is deemed interchangeable by the FDA, before providing or renewing coverage for the Prescription Drug.

**Prior Authorization:** a program applied to certain Prescription Drugs and/or therapeutic categories to define and/or limit the conditions under which they will be covered. Prior authorization helps promote appropriate use and enforcement of medically accepted guidelines for Prescription Drug benefit coverage. Prior Authorization is required for most Specialty Prescription Drugs and may also be required for certain other Prescription Drugs (or the prescribed quantity of a certain Prescription Drug).

Prior Authorization for chronic Conditions: For the purposes of this section, "chronic Condition" means a medical Condition that has persisted after reasonable efforts have been made to relieve or cure its cause and has continued, either continuously or episodically, for longer than six (6) continuous months.

Medical Mutual will honor a Prior Authorization approval for an approved drug related to a chronic Condition for the lesser of the following from the date of the approval:

- Twelve (12) months;
- The last day of the Covered Person's eligibility under the plan.

This 12-month approval is no longer valid and automatically terminates if there are changes to federal or state laws, federal regulatory guidance or compliance information prescribing that the drug in question is no longer approved or safe for the intended purpose. In addition, this 12-month approval does not apply to any of the following:

1. Medications that are prescribed for a non-maintenance Condition;
2. Medications that have a typical treatment of less than one (1) year;
3. Medications that require an initial trial period to determine effectiveness and tolerability beyond which a one-year, or greater, Prior Authorization period will be given;
4. Medications where there is medical or scientific evidence that do not support a 12-month prior approval;
5. Medications that are a schedule I or II controlled substance or any opioid analgesic or benzodiazepine;
6. Medications that are not prescribed by a Network Provider as part of a care management program.

Nothing in this section prohibits the substitution of any drug that has received a 12-month approval when there is a release of a U.S. FDA-approved comparable brand product or a generic counterpart of a brand product that is listed as therapeutically equivalent by the FDA.

Prior Authorization, or one of Medical Mutual's other coverage management programs, is required for opioid analgesics prescribed for the treatment of chronic pain, unless the drug is prescribed under one of the following circumstances:

- To a Covered Person who is a Hospice Facility patient in a Hospice care program;
- To a Covered Person who has been diagnosed with a terminal Condition but is not a Hospice Facility patient in a Hospice care program;
- To a Covered Person who has cancer or another Condition associated with the Covered Person's cancer or history of cancer.

**Therapeutic Substitution of Drugs**

This is a voluntary program where Medical Mutual or its prescription drug vendor may contact you and your prescribing Physician to make you aware of possible alternatives to certain Prescription Drugs. Only you and your Physician can determine whether the alternative drug is appropriate for you. You can obtain more information on this program by calling the Customer Service telephone number on your identification card.

**Specialty Prescription Drugs**

Specialty Prescription Drugs are covered under the Prescription Drug benefit only when obtained through Medical Mutual's Contracting Specialty Pharmacy(ies). Specialty Prescription Drugs are limited to a maximum of a thirty (30) day supply and require Prior Authorization from Medical Mutual.

**Specialty Prescription Drug Copay Offset Program**

This Plan includes a Specialty Prescription Drug Copay offset program ("Program"). By participating in the Program, the Covered Person's Prescription Drug Copays for Specialty Prescription Drugs may be set to the maximum of the current Plan design, or to the amount of any available manufacturer-funded Copay assistance, but the drug manufacturer will absorb most, or all, of this amount. As with other patient assistance programs, any financial assistance the Covered Person receives toward his or her cost of the drug does not apply toward the Covered Person's Out-of-pocket Maximum. **If the Covered Person chooses not to participate in the Program, he or she will be responsible for paying a significantly higher Prescription Drug Copay for that particular drug.**

Please contact Customer Care to find out what Specialty Prescription Drugs are part of this Program. The list is also available on 'My Health Plan,' Medical Mutual's secure member website.

**Exceptions for Contraceptives**

Prescription Drug Contraceptives are covered, as described in the Schedule of Benefits. When medical management programs (e.g., Step Therapy, Prior Authorization, Quantity Limits, etc.) are applied to a Contraceptive and are not adhered to by the Covered Person, the Covered Person may be required to share in the cost of the Contraceptive. However, if the Covered Person's attending Physician determines a particular service or FDA-approved item is required for medical reasons, Medical Mutual will cover that Contraceptive service or item without cost sharing.

**Additional Benefits**

Your coverage also provides benefits for:

- certain preventive drugs required by PPACA, when a written prescription from your Prescriber is received. These PPACA-required drugs are covered at a zero Copayment, but specific patient conditions may apply. Certain preventive drugs or items require adherence to one or more of Medical Mutual's coverage management programs. If the Covered Person does not adhere to such program(s), the Covered Person may be required to share in the cost of the drug.

- oral, injectable, and implantable contraceptives and transdermal patches.
- injectable medications, if self-administered.
- injectable insulin, needles and syringes are covered whether or not they are prescribed.

**Off-label Prescription Drugs**

An off-label Prescription Drug will not be excluded for a particular indication on the grounds that the drug has not been approved by the FDA for the particular indication if the drug is recognized for safe and effective treatment of the indication for which the drug was prescribed in at least one (1) standard medical reference compendia adopted by the U.S. Department of Health and Human Services or in other qualified medical literature. "Medical literature" means:

- Two articles from major peer-reviewed professional medical journals have recognized, based on scientific or medical criteria, the drug's safety and effectiveness for treatment of the indication for which it has been prescribed;
- No article from a major peer-reviewed professional medical journal has concluded, based on scientific or medical criteria, that the drug is unsafe or ineffective or that the drug's safety and effectiveness cannot be determined for the treatment of the indication for which it has been prescribed;
- Each article meets the uniform requirements for manuscripts submitted to biomedical journals established by the international committee of medical journal editors or is published in a journal specified by the United States department of health and human services as acceptable peer-reviewed medical literature.

However, no benefits will be provided if:

- the FDA has determined its use to be contraindicated for the treatment of the particular indication for which the drug has been prescribed;
- the drug has not been approved for any indication by the FDA;
- the drug is not included in the Formulary or list of covered drugs provided by Medical Mutual.

**Coverage during active military duty**

If you are called to active military duty, you may obtain a supply of your prescribed medications for the number of months needed in order to meet your needs during a time of emergency. You would be required to contact Medical Mutual, explain the situation and provide your name, identification number, the medications that need to be filled and the number of months' supply needed.

**Home Delivery program**

Benefits for Home Delivery Prescription Drugs provide the convenience of receiving Prescription Drugs delivered directly to your home. A Home Delivery Prescription Drug is a Prescription Drug which can be provided by a Contracting Home Delivery Pharmacy and must be taken for an extended period of time in order to treat a certain medical Condition.

To receive Home Delivery Prescription Drug benefits, mail your Prescription Drug Order and the amount you owe for Copayments, Deductibles and/or Coinsurance, to a Contracting Home Delivery Pharmacy, as specified in the Schedule of Benefits. No benefits are payable if your Prescription Drug Order is sent to a Non-Contracting Home Delivery Pharmacy.

The Contracting Home Delivery Pharmacy will fill your Prescription Drug Order and send you a supply for the number of days indicated in the Prescription Drug Schedule of Benefits. The Contracting Home Delivery Pharmacy will dispense the medication and mail it to you within seven days. If the Contracting Home Delivery Pharmacy fails to send you the Home Delivery Prescription Drug within ten days after you mailed in your Prescription Drug Order, you may call the Contracting Home Delivery Pharmacy directly to determine the status of the Prescription Drug Order.

**Prescription Drug Exclusions**

In addition to the exclusions and limitations explained in the General Exclusions section of this Benefit Book, coverage is not provided for:

1. Drugs not covered on the Formulary, except as described in the Prescription Drug Services benefit.
2. Drugs dispensed for cosmetic purposes or used solely for beautifying or altering one's appearance in the absence of any underlying Condition.
3. Drugs you can buy without a Prescription Order.
4. Lost, stolen or damaged Prescriptions.
5. Prescription Drugs that have been determined by Medical Mutual to be abused or otherwise misused.
6. More than the number of Prescription Drug refills specified by the Physician or allowed by law.

7. Any refill of a Prescription Drug dispensed after the length of time allowed by law.
8. Charges for more than the days' supply of a Prescription Drug, as specified in the Prescription Drug Schedule of Benefits.
9. Incurred or received after you stop being a Covered Person.
10. Experimental or Investigational Drugs, (including compounds and ingredients in compounds).
11. Fraudulent or misrepresented claims.
12. Drugs that are not Medically Necessary or do not meet Medical Mutual's medical policy, clinical coverage guidelines or benefit policy guidelines.
13. Fees for administering or injecting Prescription Drugs, except for vaccines.
14. For lifestyle improvement drugs not necessary for the cure or prevention of disease, illness or injury, except as may be required by PPACA.
15. Recent FDA-approved Prescription Drugs, until Medical Mutual establishes Medically Necessary criteria for that drug. These criteria may be established within approximately one year of the FDA approval. Some Prescription Drugs approved by the FDA may never qualify as Medically Necessary.
16. Diagnostic, imaging and test agents and devices except for those used for blood glucose testing, or diabetes.
17. Male contraceptives and over-the-counter birth control without a prescription.
18. Injectable medications that are not self-administered according to the FDA labeling or are contraceptive injections, unless otherwise specified.
19. Prescription Drugs that have an over-the-counter equivalent available in the same strength.
20. Enteral or parenteral therapy, medical food, nutritional or dietary supplements or supplies.
21. Infant formula.
22. Drugs used to decrease or increase weight gain or appetite control, or to treat obesity.
23. Minerals and vitamins, unless required by PPACA.
24. Refilled prescriptions if less than 75% of the original prescriptions (or subsequent refill) has been used.
25. Prescription Drug claims submitted 366 days after being filled.
26. Allergy biological sera.
27. Prescriptions for household pets.
28. Over-the-counter items and drugs, unless required by law.
29. Performance-enhancement drugs, such as anabolic steroids.
30. Medical supplies, devices and equipment.
31. Drugs for the treatment of acne (e.g. Retin A Tretinoin) for Covered Persons over age 35 years.
32. Any blood and blood plasma products.
33. Antihemophiliac drugs that are covered under the medical benefits.
34. Homeopathic drugs in any dosage form.
35. Prescription Drugs used to treat dental conditions, including, but not limited to, the treatment of gingivitis.
36. Non-covered services or services specifically excluded in the text of this Benefit Book.

## Preventive and Wellness Services

**Preventive services will be covered under this Plan, as required under federal and state law. In accordance with those laws and their associated guidance, limitations on coverage may apply, based upon the Covered Person's actual Condition, age, gender and the frequency of the service.**

**The following categories of preventive services are covered without application of a Deductible, Copayment or Coinsurance, when provided by a PPO Network Provider:**

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;

- Immunizations for preventive use in children, adolescents and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the Covered Person involved;
- With respect to Covered Persons who are infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Service Administration (HRSA).
- Other evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by HRSA for women.

**Examples of preventive services that fall within the above categories are:**

- Health Education Services
  - Behavioral Counseling to Promote a Healthy Diet - Intensive behavioral dietary counseling for adults with hyperlipidemia and other known risk factors for cardiovascular and diet-related chronic diseases.
- Gynecological Services
  - Mammogram services; and
  - PAP tests.
- Physical Examinations
- Screenings
  - blood glucose screenings and screening for type 2 diabetes
  - bone density screenings for women
  - chlamydia screenings, limited to pregnant and sexually active women
  - cholesterol screenings
  - colorectal cancer screenings: using fecal occult blood testing, sigmoidoscopy or colonoscopy
  - hepatitis B virus screenings; limited to pregnant women in their first prenatal visit.
- Smoking cessation services
- Well child care services
- Women's preventive services
  - These services include, but are not limited to: well-woman visits; screening for gestational diabetes, human papillomavirus (HPV), human immunodeficiency virus (HIV) and sexually transmitted disease; Contraceptives and counseling for Contraceptives for women with reproductive capacity; sterilization procedures; breastfeeding; and domestic violence.

Please refer to the phone number on the back of your identification card if you have any questions or need to determine whether a service is eligible for coverage as a preventive service. For a comprehensive list of recommended preventive services, please visit www.healthcare.gov/coverage/preventive-care-benefits. Newly added preventive services added by the advisory entities referenced by the Affordable Care Act will start to be covered on the first plan year beginning on or after the date that is one year after the new recommendations or guideline, went into effect. You will be notified at least sixty (60) days in advance, if any item or service is removed from the list of eligible services.

**Other covered preventive services that may be subject to a Deductible, Copayment and/or Coinsurance are:**

**Endoscopic Procedures -** meaning colonoscopy, sigmoidoscopy, anoscopy and proctosigmoidoscopy

**Testing -** The following tests are covered:

- Laboratory, x-ray and medical testing services.

## Private Duty Nursing Services

The services of a registered nurse, licensed vocational nurse or licensed practical nurse when ordered by a Physician are covered. These services include skilled nursing services received in a patient's home. Your Physician must certify all services initially and continue to certify that you are receiving skilled care and not custodial care, as requested by

Medical Mutual. All Covered Services will be provided according to your Physician's treatment plan and as authorized by Medical Mutual.

Private duty nursing services include services that Medical Mutual decides are of such a degree of complexity that the Provider's regular nursing staff cannot perform them. When private duty nursing services must be received in your home, nurse's notes must be sent in with your claim.

**Private duty nursing services do not include care which is primarily nonmedical or custodial in nature such as bathing, exercising or feeding. Also, the Plan does not cover services provided by a nurse who usually lives in your home or is a member of your Immediate Family.**

All private duty nursing services must be certified by your Physician initially and every two weeks thereafter, or more frequently if required by Medical Mutual, for Medical Necessity.

## Skilled Nursing Facility Services

The benefits available to an Inpatient of a Hospital listed under the Inpatient Hospital Services section are also available to an Inpatient of a Skilled Nursing Facility. These services must be Skilled Care, and your Physician must certify all services initially and continue to certify that you are receiving Skilled Care and not Custodial Care as requested by Medical Mutual. All Covered Services will be provided according to your Physician's treatment plan and as authorized by Medical Mutual.

Days spent in a Skilled Nursing Facility are deducted from the Inpatient Hospital days available to you each Inhospital Benefit Period.

Two days of stay in a Skilled Nursing Facility are counted as one day of stay in a Hospital.

**No benefits are provided:**

- **once a patient can no longer significantly improve from treatment for the current Condition unless it is determined to be Medically Necessary by Medical Mutual; and**
- **for Custodial Care, rest care or care which is only for someone's convenience.**

## Surgical Services

**Surgery -** Coverage is provided for Surgery. In addition, coverage is provided for the following specified services:

- sterilization;
- therapeutic abortions;
- removal of bony impacted teeth;
- maxillary or mandibular frenectomy;
- diagnostic endoscopic procedures, such as colonoscopy and sigmoidoscopy;
- reconstructive Surgery following a mastectomy, including coverage for reconstructive Surgery performed on a non-diseased breast to establish symmetry as well as coverage for prostheses and physical complications in all stages of mastectomy, including lymphedemas;
- Surgery to correct functional or physiological impairment which was caused by disease, trauma, birth defects, growth defects or prior therapeutic processes as determined by Medical Mutual, subject to any appeal process. **Surgery to correct a deformity or birth defect for psychological reasons, where there is no functional impairment, is not covered.**

**Diagnostic Surgical Procedures -** Coverage is provided for surgical procedures to diagnose your Condition while you are in the Hospital. The diagnostic surgical procedure and Medical Care visits except for the day the surgical procedure was performed are covered.

**Multiple Surgical Procedures -** When two or more Surgeries are performed through the same body opening during one operation, you are covered only for the most complex procedure. However, if each Surgery is mutually exclusive of the other, you will be covered for each Surgery. **Incidental Surgery is not covered.**

When two or more surgical procedures are performed through different body openings during one operation, you are covered for the most complex procedure, and the Allowed Amount for the secondary procedures will be half of the Allowed Amount for a single procedure.

If two or more foot Surgeries (podiatric surgical procedures) are performed, you are covered for the most complex procedure, and the Allowed Amount will be half of the Allowed Amount for the next two most complex procedures. For all other procedures, the Allowed Amount will be one-fourth of the full Allowed Amount.

**Assistant at Surgery -** Another Physician's help to your surgeon in performing covered Surgery when a Hospital staff member, intern or resident is not available is a Covered Service.

**Anesthesia -** Your coverage includes the administration of anesthesia, performed in connection with a Covered Service, by a Physician, Other Professional Provider or certified registered nurse anesthetist who is not the surgeon or the assistant at Surgery or by the surgeon in connection with covered oral surgical procedures. This benefit includes care before and after the administration. The services of a stand-by anesthesiologist are only covered during coronary angioplasty Surgery.

**Second Surgical Opinion -** A second surgeon's opinion and related diagnostic services to help determine the need for elective covered Surgery recommended by a surgeon are covered but are not required.

The second surgical opinion must be provided by a surgeon other than the first surgeon who recommended the Surgery. This benefit is not covered while you are an Inpatient of a Hospital.

If the first and second surgical opinions conflict, a third opinion is covered. The Surgery is a Covered Service even if the Physicians' opinions conflict.

## Temporomandibular Joint Syndrome Services

Temporomandibular Joint Syndrome (TMJ) is a Condition which causes pain or dysfunction in the temporomandibular joint and/or the temporal region. This syndrome may include limited motion of the jaw caused by improper occlusal alignment. Occlusal refers to the fit of the teeth as the two jaws meet.

Benefits are provided for temporomandibular (joint connecting the lower jaw to the temporal bone at the side of the head) and craniomandibular (health and neck muscle) disorders.

## Urgent Care Services

Health problems that require immediate attention which are not Emergency Medical Conditions are considered to be Urgent Care needs. Determination as to whether or not Urgent Care Services are Medically Necessary will be made by Medical Mutual.

Examples of Urgent Care are:

- minor cuts and lacerations;
- minor burns;
- sprains;
- severe earaches or stomachaches;
- minor bone fractures; or
- minor injuries.

# EXCLUSIONS

In addition to the exclusions and limitations explained in the Health Care Benefits section, coverage is not provided for services and supplies:

1. Not prescribed by or performed by or under the direction of a Physician or Other Professional Provider.
2. Not performed within the scope of the Provider's license.
3. Not Medically Necessary or do not meet Medical Mutual's policy, clinical coverage guidelines, or benefit policy guidelines.
4. Received from other than a Provider.
5. For Experimental or Investigational Drugs, Devices, Medical Treatments or Procedures, unless otherwise specified.
6. To the extent that governmental units or their agencies provide benefits, except Health Departments, as determined by Medical Mutual.
7. For a Condition that occurs as a result of any act of war, declared or undeclared.
8. For a Condition resulting from direct participation in a riot, civil disobedience, nuclear explosion or nuclear accident.
9. For which you have no legal obligation to pay in the absence of this or like coverage.
10. Received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust or similar person or group.
11. Received from a member of your Immediate Family.
12. Incurred after you stop being a Covered Person unless otherwise specified in the Benefits After Termination of Coverage section.
13. For the following:
    - physical examinations or services required by an insurance company to obtain insurance;
    - physical examinations or services required by a governmental agency such as the FAA and DOT;
    - physical examinations or services required by an employer in order to begin or to continue working.
14. For radiologic imaging with no preserved film image or digital record.
15. For work-related sickness or injury eligible for benefits under workers' compensation, employers' liability or similar laws, even when the Covered Person does not file a claim for benefits, or sickness or injury that arises out of, or is the result of, any work for wage or profit. This exclusion will not apply to a Covered Person who is not required to have coverage under any workers' compensation, employers' liability or similar law and does not have such coverage.
16. For which benefits would have been payable under Part B of Medicare if a Covered Person had enrolled in Part B coverage. For the purposes of the calculation of benefits, if the Covered Person is eligible for, but has not enrolled in, Medicare Part B, Medical Mutual will calculate benefits as if he or she had enrolled. This provision only applies where Medicare is the primary payer under the law.
17. Received in a military facility for a military service related Condition.
18. For court-ordered testing or care unless Medically Necessary.
19. For Surgery and other services primarily to improve appearance or to treat a mental or emotional Condition through a change in body form (including cosmetic Surgery following weight loss or weight loss Surgery), unless otherwise specified.
20. For weight loss Surgery and any repairs, revisions or modifications of such Surgery, including weight loss device removal, unless determined by Medical Mutual to be a Covered Service in accordance with Medical Mutual's corporate medical policy.
21. For Surgery to correct a deformity or birth defect for psychological reasons where there is no function impairment.
22. For the removal of tattoos.
23. For dietary and/or nutritional counseling or training, unless otherwise specified or required by PPACA.
24. For educational services, including special education and remedial education, vocational services, recreational services, other non-clinical services, or services provided for training purposes, except as may be required by PPACA.
25. For treatment of learning disabilities, other than treatment necessary to evaluate or diagnose these Conditions.

26. For treatment, by methods such as dietary supplements, vitamins and any care which is primarily dieting or exercise for weight loss or obesity.
27. For nutritional supplements taken orally.
28. For marital counseling.
29. For male Contraceptives and over-the-counter birth control without a prescription.
30. For reverse sterilization.
31. For devices, equipment and supplies used for the treatment of sexual dysfunction that is psychological or cosmetic in nature.
32. For elective abortions.
33. For treatment of infertility, including, but not limited to, artificial insemination, in vitro fertilization, Gamete intrafallopian transfer (GIFT) and Zygote intrafallopian transfer (ZIFT).
34. For treatment associated with teeth, dental X-rays, dentistry or any other dental processes, including treatment with intraoral prosthetic devices or any other method to alter vertical dimension of occlusion, or orthognathic (jaw) Surgery. This exclusion does not apply to treatment of temporomandibular joint (TMJ) disorders.
35. For dental implants, considered part of a dental process or dental treatment including preparation of the mouth for any type of dental prosthetic, except as described in the "Dental Services for an Accidental Injury" benefit.
36. For personal hygiene and convenience items.
37. For eyeglasses, contact lenses or examinations for prescribing or fitting them, except as described in the section entitled "Prosthetic Appliances" under the "Medical Supplies and Durable Medical Equipment" benefit.
38. For any surgical procedure for the correction of a visual refractive problem including, but not limited to, radial keratotomy and LASIK (laser in situ keratomileusis).
39. For all services related to hearing loss including hearing aids or examinations for prescribing or fitting them.
40. For lost, stolen, or damaged medical supplies or durable medical equipment.
41. For massotherapy or massage therapy, except as directly performed by a licensed physical therapist, occupational therapist or chiropractor.
42. For hypnosis and acupuncture.
43. For biofeedback, unless determined by Medical Mutual to be a Covered Service in accordance with Medical Mutual's corporate medical policy.
44. For blood which is available without charge. For Outpatient blood storage services.
45. For preventive services, unless otherwise specified and in accordance with state and federal law.
46. For specialized camps.
47. For wilderness therapy, therapeutic living communities (including therapeutic farms), adventure-based therapy or similar programs.
48. For water aerobics.
49. For After Hours Care.
50. For missed appointments, completion of claim forms or copies of medical records.
51. For an interpretation charge by a pathologist when the interpretation or result is already automatically provided by a machine-read or automated laboratory test.
52. For stand-by Charges of a Physician.
53. For any Charges not documented in Provider records.
54. For fraudulent or misrepresented claims.
55. For Charges for doing research with Providers not directly responsible for your care.
56. For services as the result of an injury or illness caused by or contributed to by engaging in an assault or felony.
57. For a particular health service in the event that a Provider waives Copayments, Coinsurance (and/or the Deductible per Benefit Period); in such event, no benefits are provided for the health service for which the Copayments, Coinsurance (and/or the Deductible per Benefit Period) are waived.
58. For services billed by a Non-Contracting Provider that would not be covered if billed by a Contracting Provider, due to medical policy or other care management provisions, and for which the Contracting Provider would hold the patient harmless. If a Non-Contracting Provider bills the Covered Person for such services, the Covered Person is responsible for the cost of those services and must pay that Provider.

59. For non-Covered Services or services specifically excluded in the text of this Benefit Book.

# GENERAL PROVISIONS

## How to Apply for Benefits

**Notice of Claim; Claim Forms**

A claim must be filed for you to receive benefits. Many Providers will submit a claim for you; if you submit it yourself, you should use a claim form. In most cases, you can obtain a claim form from your Group or Provider. If your Provider does not have a claim form, Medical Mutual will send you one. Call or notify Medical Mutual, in writing, within 20 days after receiving your first Covered Service, and Medical Mutual will send you a form or you may print a claim form by going to www.medmutual.com/member.

If you fail to receive a claim form within 15 days after you notify Medical Mutual, you may send Medical Mutual your bill or a written statement of the nature and extent of your loss; this must have all the information which Medical Mutual needs to process your claim.

**Proof of Loss**

Proof of loss is a claim for payment of health care services which has been submitted to Medical Mutual for processing with sufficient documentation to determine whether Covered Services have been provided to you. Medical Mutual must receive a completed claim with the correct information. Medical Mutual may require nurses' or Providers' notes or other medical records before proof of loss is considered sufficient to determine benefit coverage.

Medical Mutual is not legally obligated to reimburse for Covered Services on behalf of the Plan unless written or electronically submitted proof that Covered Services have been given to you is received. Proof must be given within 90 days of your receiving Covered Services or as soon as is reasonably possible. Except in the absence of legal capacity, no proof can be submitted later than one year from the time proof is otherwise required.

If you fail to follow the proper procedures for filing a Claim as described in this Benefit Book, you or your authorized representative, as appropriate, shall be notified of the failure and the proper procedures as soon as possible, but not later than five (5) days following the original receipt of the request. We may notify you orally unless you provide us with a written request to be notified in writing. Notification under this section is only required if both (1) the claim communication is received by the person or department customarily responsible for handling benefit matters and (2) the claim communication names a specific claimant, a specific medical Condition and a specific treatment, service or product for which approval is requested.

## How Claims are Paid

You have a choice when selecting a Provider. The Plan provides coverage for PPO Network Providers, other Contracting Providers and Non-Contracting Providers. However, the type of Provider you choose to utilize can have a large impact on your out-of-pocket expenses. For Covered Services, Medical Mutual will calculate its payment based upon the applicable Allowed Amount or Non-Contracting Amount. Please review the following descriptions for additional information.

**No Surprise Billing**

"Surprise billing" is an unexpected bill that can happen when you can't control who is involved in your care; for example, when you have an emergency, or when you schedule a visit to a PPO Network Provider but are unexpectedly treated by a Non-Contracting Provider.

You have protection against surprise billing and balance billing for the services described below. Non-Contracting Providers cannot balance bill you for these services; however, you are still responsible for paying any Copayments, Deductibles or Coinsurance due under this Plan. The amount of that cost-sharing will be based upon the PPO Network level of benefits and will accumulate toward your PPO Network Out-of-Pocket Maximum.

- Emergency Services
- Air ambulance Covered Services received from a Non-PPO Network or Non-Contracting Provider

- Unanticipated Covered Services received from a Non-PPO Network or Non-Contracting Provider at a PPO Network or Contracting Hospital or ambulatory surgical center. This means: 1) items and services related to Emergency Services; 2) anesthesia, pathology, radiology, lab and neonatology; 3) items and services provided by an assistant surgeon, hospitalist, or intensivist; 4) diagnostic services, including radiology and lab services; 5) items and services provided by a Non-PPO Network or Non-Contracting Provider, but only if there is no PPO Network Provider who can furnish the item or service at that facility; and 6) any additional services required by applicable state or federal law or subsequent guidance issued thereto.

There may be occasions where you knowingly and purposefully seek care from a Non-PPO Network or Non-Contracting Provider and voluntarily give consent for services for which you can be balance billed. For example, if you have a complex health Condition and want to be treated by a Specialist who is not in this Plan's PPO Network, and that Specialist will not treat you unless he or she can bill you directly, including any balance billing. Before you can consent to be balance billed, your Non-PPO Network or Non-Contracting Provider must give you, or your authorized representative, a written notice, in advance of performing the service, that includes detailed information designed to ensure that you knowingly accept out-of-pocket charges. The notice must also include an estimate of the Provider's charge for the services. **If you voluntarily give written consent after receiving the notice, your Copayments, Deductibles and Coinsurance will be based upon the Non-PPO Network level of benefits shown in the Schedule of Benefits, and you will also be responsible for any balance billing for the services received.**

**PPO Network and other Contracting Providers**

Medical Mutual has agreements with Providers both inside and outside the PPO Network, both of which are referred to as Contracting Providers. While the highest level of benefits is provided when you obtain Covered Services from PPO Network Providers, both PPO Network Providers and other Contracting Providers have agreed not to bill for any amount of Covered Charges above the Allowed Amount, except for services and supplies for which Medical Mutual has no financial responsibility due to a benefit maximum. The Allowed Amount is the lesser of the applicable Negotiated Amount or the Covered Charge. Refer to the Schedules of Benefits to determine the amount of Copayments, Deductibles and Coinsurance that apply when utilizing PPO Network Providers versus other Contracting Providers and Non-Contracting Providers.

**Continuity of Care when a Provider's Contract with Medical Mutual Ends**

If a Provider's contract with Medical Mutual ends:

1. Medical Mutual will notify each Covered Person enrolled in the Plan who is a Continuing Care Patient of that Provider at the time of termination of his or her right to elect continued transitional care under the same terms and conditions as would have applied and with respect to such items and services as would have been covered under the Plan had such termination not occurred, with respect to the course of treatment furnished by the Provider to the Continuing Care Patient.
2. When Medical Mutual is notified of the Continuing Care Patient's need for transitional care, Medical Mutual will determine if the Continuing Care Patient is eligible for a transition period. Such period will continue for ninety (90) days from the date the Continuing Care Patient was notified of the Provider's contract ending or when the Continuing Care Patient is no longer a Continuing Care Patient, whichever occurs first.

   For the purpose of this provision, the definitions of "Continuing Care Patient" and "Serious and Complex Condition" are shown below.

   Continuing Care Patient means an individual who, with respect to a Provider or facility:

   - Is undergoing a course of treatment for a Serious and Complex Condition from the Provider or facility;
   - Is undergoing a course of Institutional or Inpatient care from the Provider or facility;
   - Is scheduled to undergo nonelective Surgery from the Provider, including receipt of postoperative care from such Provider or facility with respect to such a Surgery;
   - Is pregnant and undergoing a course of treatment for the pregnancy from the Provider or facility; or
   - Is or was determined to be terminally ill and is receiving treatment for such illness from such Provider or facility.

   Serious and Complex Condition means:

   - In the case of an acute illness, a Condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or
   - In the case of a chronic illness or Condition, a Condition that is:
     - Life-threatening, degenerative, potentially disabling, or congenital; and

- Requires specialized medical care over a prolonged period of time.

**Non-Contracting Providers**

If you choose to obtain services from a Non-PPO Network or Non-Contracting Provider, your out-of-pocket expenses will likely be significantly higher than what you would pay by choosing a PPO Network Provider. Copayments, Deductibles and Coinsurance are usually higher when utilizing a Non-PPO Network or Non-Contracting Provider, as shown on the Schedules of Benefits. Also, Medical Mutual calculates its payments to Non-Contracting Providers based upon the Non-Contracting Amount. This means that in addition to your increased out-of-pocket expenses described above, you may also be responsible for Excess Charges, up to the amount of the Provider's Billed Charges. This is sometimes referred to as "balance billing." Excess Charges billed by Non-Contracting Providers DO NOT apply to the Out-of-Pocket Maximum, except as stated in the "No Surprise Billing" section of this Benefit Book.

As noted in the General Exclusions, a Non-PPO Network or Non-Contracting Provider may bill you for certain services that would not be covered under this Plan if they were obtained from a Contracting Provider. While not necessarily shown as an exclusion in this Benefit Book, if a Non-Contracting Provider bills for these services, they are not covered under this Plan and are the Covered Person's responsibility (except for Emergency Services). An example would be a bill from a pathologist to interpret a machine-run lab test; a Contracting Provider would not bill one of its patients or Medical Mutual for this service and, therefore, it would not be covered if billed by a Non-Contracting Provider.

If you obtain covered Emergency Services from a Non-Contracting Provider, Medical Mutual pays for benefits in an amount equal to the greatest of the following:

1. The applicable Negotiated Amount. If more than one amount is negotiated with Contracting Providers for the Emergency Service, the amount payable is the median of these amounts.
2. The Non-Contracting Amount.
3. The amount that would be paid under Medicare for the Emergency Service.

**Your Financial Responsibilities**

You are responsible for:

- Any Copayment, Deductible and Coinsurance amounts specified in the Schedule of Benefits. Copayments are generally required to be paid at the time of service. Some Providers can determine the amount due for your Deductible and Coinsurance from Medical Mutual and may require payment from you before providing their services.
- Non-Covered Charges.
- Billed Charges for all services and supplies after benefit maximums have been reached.
- Excess Charges for services and supplies rendered by Non-PPO Network and Non-Contracting Providers, except as stated in the "No Surprise Billing" section of this Benefit Book.
- Billed Charges for services that are not Medically Necessary.
- Incidental charges.

All limits and Coinsurance applied to a specific diagnosed Condition include all services related to that Condition. If a specific service has a maximum, that service will also be accumulated to all other applicable maximums.

Deductibles, Copayments, Coinsurance and amounts paid by other parties do not accumulate towards benefit maximums.

**Benefit Period Deductible**

Each Benefit Period, you must pay the dollar amount(s) shown in the Schedule of Benefits as the Deductibles, if applicable, before the Plan will begin to provide benefits. This is the amount of expense that must be Incurred and paid by you for Covered Services before the Plan starts to provide benefits. If a benefit is subject to a Deductible, only expenses for Covered Services under that benefit will satisfy the Deductible. To satisfy your Deductible, the Plan records must show that you have Incurred claims totaling the specified dollar amount, so submit copies of all your bills for Covered Services. Your Deductible accumulations do not necessarily occur in the same order that you receive services, but in the order in which Medical Mutual receives and processes your claims.

For Covered Charges Incurred during the last three months of the Benefit Period, any amount applied to your Deductible will also apply to the Deductible for the next Benefit Period.

Only the amount of the Deductible required per Covered Person will be required for Covered Services that result directly from an accident during the Benefit Period in which the accident occurred if two or more Covered Persons in a Card Holder's family are injured in the same accident, and each of the following conditions are met:

- at least two of these Covered Persons receive Covered Services; and
- the Covered Services are Incurred within 90 days after the accident; and
- the combined Allowed Amount for Covered Services for all Covered Persons involved in the accident is at least equal to one Covered Person's Deductible.

You will not be required to pay two Deductibles if two family members are involved in the same accident and the above criteria is met.

**Coinsurance**

After you meet any applicable Deductible, you may be responsible for Coinsurance amounts as specified in your Schedule of Benefits, subject to any limitations set forth in the Schedule of Benefits. The amount of Coinsurance you have to pay may vary depending upon the status of your Provider.

**Copayments**

For some Covered Services, you may be responsible for paying a Copayment at the time services are rendered. These Copayments are your responsibility, and they are not reimbursed by the Plan. Please refer to your Schedule of Benefits for specific Copayment amounts that may apply and whether a Deductible or Coinsurance will also apply.

**Out-of-Pocket Maximum**

This is the amount of Copayments, Deductibles and Coinsurance for which Covered Persons are responsible each Benefit Period for Covered Services. After the applicable Out-of-Pocket Maximum shown in the Schedule of Benefits has been met, no additional Copayments, Deductibles or Coinsurance are required from Covered Persons for Covered Services for the remainder of the Benefit Period, unless otherwise specified in this Benefit Book. The Out-of-Pocket Maximum does not include expenses other than Copayments, Deductibles and Coinsurance (e.g., premium, charges for services not covered under this Plan, penalties for non-compliance with plan provisions, etc.).

**Schedule of Benefits**

The Deductible(s), Coinsurance Limit(s) and Out-of-Pocket Maximum(s) that may apply will renew each Benefit Period. Some of the benefits offered in this Benefit Book have maximums.

The Schedule of Benefits shows your financial responsibility for Covered Services. The Plan covers the remaining liability for Covered Charges after you have paid the amounts indicated in the Schedule of Benefits, subject to benefit maximums and Medical Mutual's Negotiated Amounts.

**Provider Status and Direction of Payment**

Medical Mutual has agreed to make payment directly to PPO Network and Contracting Providers for Covered Services.

Some of Medical Mutual's contracts with Providers, including Institutional Providers, allow discounts, allowances, incentives, adjustments and settlements. These amounts are for the sole benefit of Medical Mutual and/or the Group, and Medical Mutual and/or the Group will retain any payments resulting therefrom; however, the Deductibles, Copayments, Coinsurance, and benefit maximums, if applicable, will be calculated based upon the Allowed Amount, as described in this Benefit Book.

The choice of a Provider is yours. After a Provider performs a Covered Service, Medical Mutual will not honor your request to withhold claim payment. Medical Mutual and the Group do not furnish Covered Services but only pays for Covered Services you receive from Providers. Neither Medical Mutual nor the Group is liable for any act or omission of any Provider. Neither Medical Mutual nor the Group have any responsibility for a Provider's failure or refusal to give Covered Services to you.

Medical Mutual has and retains the sole right to choose which Providers it will contract with, and on what terms, and to amend and terminate those contracts. Medical Mutual has and retains the sole right to designate Providers as Contracting and/or PPO Network.

Medical Mutual is authorized to make payments directly to Providers who have performed Covered Services for you. Medical Mutual also reserves the right to make payment directly to you. When this occurs, you must pay the Provider and neither Medical Mutual nor the Group are legally obligated to pay any additional amounts. You cannot assign your right to receive payment to anyone else, nor can you authorize someone else to receive your payments for you, including your Provider.

If Medical Mutual has incorrectly paid for services, or it is later discovered that payment was made for services that are not considered Covered Services, then Medical Mutual has the right to recover payment on behalf of the Group, and you must repay this amount when requested.

If a benefit payment is made by Medical Mutual, to you or to your Provider on your behalf, that exceeds the benefit amount you are entitled to receive, Medical Mutual has the right to require the return of the overpayment from you or your Provider within two years of the payment. If Medical Mutual seeks payment from your Provider, Medical Mutual will first send an invoice to the Provider that explains why it is seeking a refund. The Provider can then send the refund or appeal the determination. If your Provider does not do one of those things, Medical Mutual reserves the right to reduce or offset any future benefit payment due to that Provider, on behalf of a Covered Person, by the amount of the overpayment. The amount of the overpayment can also be recovered by reducing or offsetting future payments to the Provider for this plan and/or other plans insured or administered by Medical Mutual. This right does not affect any other right of recovery Medical Mutual may have with respect to overpayments.

Any reference to Providers as PPO Network, Non-PPO Network, Contracting or Non-Contracting is not a statement about their abilities.

**Prior Approval of Benefits received from Non-PPO Network or Non-Contracting Providers**

In some cases, Medical Mutual may determine that certain Covered Services can only be provided by a Non-PPO Network or Non-Contracting Provider. If Covered Services provided by a Non-PPO Network or Non-Contracting Provider are approved in advance by Medical Mutual, benefits will be provided as if the Covered Services were provided by a PPO Network Provider. However, except as stated in the "No Surprise Billing" section of this Benefit Book, Non-Contracting Providers may not accept our Allowed Amount as payment in full, and you may have to pay the Excess Charges.

To obtain prior approval of treatment by a Non-PPO Network or Non-Contracting Provider, your PPO Network Provider must provide Medical Mutual with:

- the proposed treatment plan for the Covered Services;
- the name and location of the proposed Non-PPO Network Provider;
- copies of your medical records, including diagnostic reports; and
- an explanation of why the Covered Services cannot be provided by a PPO Network Provider.

Medical Mutual will determine whether the Covered Services can be provided by a PPO Network Provider and that determination will be final and conclusive, subject to any available appeals process. Medical Mutual may elect to have you examined by a Physician of its choice and will pay for any required physical examinations. You and your Physician will be notified if Covered Services provided by a Non-PPO Network or Non-Contracting Provider will be covered as if they had been provided by a PPO Network Provider.

If you do not receive written approval in advance of receiving for Covered Services, benefits will be provided as described in the Schedule of Benefits for Covered Services received from a Non-PPO Network Provider.

**Preauthorization**

All non-emergency Inpatient stays and certain Outpatient tests, procedures and equipment require Preauthorization.

Examples of Outpatient services that may require Preauthorization are:

- Durable medical equipment and devices
- MRIs and PET scans
- Therapy
- Home health care
- Private duty nursing

For a complete and current listing, please visit the "Benefits and Coverage" section of My Health Plan and click "Prior Approval" or contact customer Service at the phone number shown on your identification card. Be sure to check this listing before services are received, as the information is subject to change.

If your Inpatient stay is for an organ transplant, please review the requirements under the "Organ and Transplant Services" benefit.

Contracting and PPO Network Providers will assure that Preauthorization is obtained for you. However, if you utilize a Non-Contracting Provider, the Hospital or your Provider should contact Medical Mutual before you receive the service to ensure that your procedure/service is Medically Necessary. If the Hospital or your Provider does not obtain Preauthorization

for you, you must obtain Preauthorization by calling the Medical Mutual telephone number on your identification card at least two days prior to receiving the Outpatient service or to your admission to the Hospital.

If Preauthorization to utilize a Non-Contracting Provider is not obtained for the Inpatient admission or Outpatient service, and that admission or service is determined to not be Medically Necessary, you will be responsible for all Billed Charges for that service, whether Inpatient or Outpatient.

Preauthorization is not required in the event of an Emergency Admission. However, the Hospital, the Covered Person, or his or her family member or representative must notify Medical Mutual within 48 hours or two working days of admission, or as soon as reasonably possible.

Please refer to the General Provision entitled, "Benefit Determination for Claims" for additional Preauthorization requirements.

**Explanation of Benefits**

After Medical Mutual processes your claim, an Explanation of Benefits (EOB) is provided to you electronically or by mail. It lists Covered Services and non-covered services along with explanations for why services are not covered. It contains important amounts and a telephone number if you have any questions.

**Time of Payment of Claims**

Benefits will be provided under this Benefit Book within 30 days after receipt of a completed claim. If supporting documentation is required, then payment will be made in accordance with state and federal law. To have a payment or denial related to a claim reviewed, you must send a written request or call Customer Service at Medical Mutual within 180 days of the claim determination.

**Foreign Travel**

Benefits include coverage for the treatment of Emergency Medical Conditions rendered worldwide. Your coverage is in effect whether your treatment is received in a foreign country or in the United States. When you receive medical treatment in another country, you may be asked to pay for the service at the time it is rendered. To receive reimbursement for the care provided, make sure to obtain an itemized bill from the Provider at the time of service. Medical Mutual cannot process a bill unless the Provider lists separately the type and cost of each service you received. All billing submitted for consideration must be translated into the English language and dollar amounts converted to the current rate of exchange.

To receive reimbursement for Hospital and/or medical expenses, the services rendered must be eligible for coverage in accordance with the benefits described in this Benefit Book. If you travel to a foreign country and you receive treatment for an Emergency Medical Condition, Medical Mutual will provide coverage at the PPO Network Provider level.

**Circumstances Beyond the Control of the Plan**

If circumstances arise that are beyond the control of Medical Mutual, Medical Mutual will make a good-faith gesture to arrange an alternative method of providing coverage. Circumstances that may occur, but are not within the control of Medical Mutual, include but are not limited to, a major disaster or epidemic, complete or partial destruction of facilities, a riot, civil insurrection, labor disputes that are out of the control of Medical Mutual, disability affecting a significant number of a PPO Network Provider's staff or similar causes, or health care services provided under this Benefit Book are delayed or considered impractical. Under such circumstances, Medical Mutual and PPO Network Providers will provide the health care services covered by this Benefit Book as far as is practical under the circumstances, and according to their best judgment. However, Medical Mutual and PPO Network Providers will accept no liability or obligation for delay, or failure to provide or arrange health care services if the failure or delay is caused by events/circumstances beyond the control of Medical Mutual.

**COVID-19 Coverage**

The following coverage is in effect during the national public health emergency declared by the Department of Human Health Services ("HHS") on January 31, 2020 (effective January 27, 2020), or as required by applicable state or federal law, if any provisions of this section are extended beyond the emergency period.

1. Coverage is provided for certain diagnostic and preventive services related to COVID-19 without cost-sharing requirements (including Deductibles, Copayments and Coinsurance), prior authorization or other medical management requirements.
2. Actively-at-work or similar eligibility requirements may be relaxed for otherwise eligible Employees who are impacted by COVID-19 for certain situations, such as layoffs, furloughs, reduced hours or reduced pay.

3. Limited extensions are provided for certain notification requirements relative to special enrollment, COBRA elections and filing of claims and appeals.
4. To the extent state or federal law requires different benefits and/or coverage than described above, the Plan will be deemed to include those benefits and/or coverage.

## Filing a Complaint

If you have a complaint, please call or write to Customer Service at the telephone number or address listed on your Explanation of Benefits (EOB) form and/or identification card. To expedite the processing of an inquiry, the Card Holder should have the following information available:

- name of patient
- identification number
- claim number(s) (if applicable)
- date(s) of service

If your complaint is regarding a claim, a Medical Mutual Customer Service representative will review the claim for correctness in processing. If the claim was processed according to terms of the Plan, the Customer Service representative will telephone the Card Holder with the response. If attempts to telephone the Card Holder are unsuccessful, a letter will be sent explaining how the claim was processed. If an adjustment to the claim is required, the Card Holder will receive a check, Explanation of Benefits or letter explaining the revised decision.

Quality of Care issues are addressed by our Quality Improvement Department or committee.

If you are not satisfied with the results, and your complaint is regarding an Adverse Benefit Determination, you may continue to pursue the matter through the appeal process.

Additionally, the Customer Service Representative will notify you of how to file an appeal.

## Benefit Determination for Claims (Internal Claims Procedure)

**Claims Involving Urgent Care**

A **Claim Involving Urgent Care** is a claim for Medical Care or treatment with respect to which the application of the timeframes for making non-Urgent Care determinations (a) could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function or (b) in the opinion of a Physician with knowledge of the claimant's medical Condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim. With respect to prior authorization requests submitted by health care practitioners (as defined in Ohio Revised Code 3923.041(A)) through Medical Mutual's electronic software system only, a Claim Involving Urgent Care also means a claim for Medical Care or other service for a Condition where the application of the timeframes for making non-Urgent Care determinations (a) could seriously jeopardize the life, health, or safety of the claimant or others due to the claimant's psychological state; or (b) in the opinion of a practitioner with knowledge of the claimant's medical or behavioral condition, would subject the claimant to adverse health consequences without the care or treatment that is the subject of the request.

Determination of ***urgent*** will be made by an individual acting on behalf of the Plan applying the judgment of a prudent lay person who possesses an average knowledge of health and medicine; however, any Physician with knowledge of the claimant’s medical Condition can also determine that a claim involves Urgent Care.

If you file a Claim Involving Urgent Care in accordance with Medical Mutual's claim procedures and sufficient information is received, Medical Mutual will notify you of its benefit determination, whether adverse or not, as soon as possible but not later than 72 hours after Medical Mutual's receipt of the claim.

If you do not follow Medical Mutual’s procedures or we do not receive sufficient information necessary to make a benefit determination, Medical Mutual will notify you within 24 hours of receipt of the Claim Involving Urgent Care and explain the applicable procedural deficiencies, or the specific deficiencies related to information necessary to make a benefit determination. You will have 48 hours to correct the procedural deficiencies and/or provide the requested information. Once Medical Mutual receives the requested information, we will notify you of the benefit determination, whether adverse or not, as soon as possible, taking into account all medical exigencies, but not later than 48 hours after receipt of the information.

Medical Mutual may notify you of its benefit determination decision orally and follow with written or electronic notification not later than three (3) days after the oral notification.

If your health care practitioner (as defined in Ohio Revised Code 3923.041(A)) submits a Claim Involving Urgent Care through Medical Mutual's electronic software system, Medical Mutual will respond to the request within 48 hours of receipt and indicate whether the request is denied, approved, or if additional information is needed to process the request.

If additional information is needed to process the request, Medical Mutual will notify the health care practitioner (as defined in Ohio Revised Code 3923.041(A)) within 24 hours of receipt of the Claim Involving Urgent Care and the health care practitioner will have 48 hours to respond. Because we are required to make a decision within 48 hours after receipt of the Claim Involving Urgent Care, your claim may still be denied when we request additional information.

**Concurrent Care Claims**

If Medical Mutual has approved an ongoing course of treatment to be provided over a period of time or for a number of treatments, any reduction or termination by Medical Mutual of such course of treatment before the end of such period of time or number of treatments shall constitute an Adverse Benefit Determination (unless the reduction or termination of benefits is due to a health plan amendment or health plan termination). Medical Mutual will notify the claimant of Medical Mutual's determination to reduce or terminate such course of treatment before the end of the approved period of time or number of treatments at a time sufficiently in advance of the reduction or termination to allow the claimant to appeal and obtain a determination on review of that Adverse Benefit Determination before the benefit is reduced or terminated.

If Medical Mutual has approved an ongoing course of treatment to be provided over a period of time or for a number of treatments, any request to extend the course of treatment beyond the period of time or number of treatments that is a Claim Involving Urgent Care shall be decided as soon as possible, taking into account the medical exigencies, and Medical Mutual must notify the claimant of the benefit determination, whether adverse or not, within 24 hours after its receipt of the claim, provided that any such claim is made to Medical Mutual at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

**Pre-Service Claims**

A Pre-Service Claim is a claim for a benefit which requires some form of preapproval or precertification by Medical Mutual as a condition for payment of a benefit (either in whole or in part).

For Pre-Service Claims submitted in writing, if you file a Pre-Service Claim in accordance with Medical Mutual's claim procedures and sufficient information is received, Medical Mutual will notify you of its benefit determination, whether adverse or not, within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the claim. Medical Mutual may extend this time period for up to an additional 15 days if such an extension is necessary due to circumstances beyond the control of Medical Mutual. Medical Mutual will notify you of such an extension and date by which it expects to render a decision.

If an extension is needed because you did not provide the necessary information to process your claim, Medical Mutual will notify you, in writing, within the initial 15 day response period and will specifically describe the missing information. You will then have 45 days to provide the additional information. If you do not provide the information, your claim may be denied.

If your health care practitioner (as defined in Ohio Revised Code 3923.041(A)) submits a Pre-Service Claim through Medical Mutual's electronic software system, Medical Mutual will respond to the request within 10 days of receipt and indicate whether the request is denied, approved, or if additional information is needed to process the request. If additional information is needed to process the request, the health care practitioner will then have 45 days to respond with the additional information. If your health care practitioner does not provide the information, your claim may be denied.

For only those prior authorization requests that are submitted by a health care practitioner (as defined in Ohio Revised Code 3923.041(A)) through Medical Mutual's electronic software system that are approved by Medical Mutual, except in cases of fraudulent or materially incorrect information, Medical Mutual will not retroactively deny a prior authorization for a health care service, drug, or device when all of the following are met: (1) the health care practitioner (as defined in Ohio Revised Code 3923.041(A)) submits a prior authorization request to Medical Mutual for a health care service, drug, or device; (2) Medical Mutual approves the prior authorization request after determining that all of the following are true: (a) the claimant is eligible under the health benefit plan; (b) the health care service, drug, or device is covered under the claimant's health benefit plan; and (c) the health care service, drug, or device meets Medical Mutual's standards for medical necessity and prior authorization; (3) the health care practitioner (as defined in Ohio Revised Code 3923.041(A)) renders the health care service, drug, or device pursuant to the approved prior authorization request and all of the terms and conditions of the health care practitioner's contract with Medical Mutual; (4) on the date the health care practitioner (as defined in Ohio Revised Code 3923.041(A)) renders the prior approved health care service, drug, or device, all of the following are true: (a) the claimant is eligible under the health benefit plan; (b) the claimant's condition or circumstances related to the claimant's care has not changed; (c) the health care practitioner submits an accurate claim that matches

the information submitted by the health care practitioner in the approved prior authorization request; and (5) if the health care practitioner (as defined in Ohio Revised Code 3923.041(A)) submits a claim that includes an unintentional error and the error results in a claim that does not match the information originally submitted by the health care practitioner in the approved prior authorization request, upon receiving a denial of services from Medical Mutual, the health care practitioner may resubmit the claim with the information that matches the information included in the approved prior authorization.

**Post-Service Claims**

A Post-Service Claim is any claim that is not a Pre-Service Claim or a Claim Involving Urgent Care.

If you file a Post-Service Claim in accordance with Medical Mutual's claim procedures and sufficient information is received, Medical Mutual will notify you of its benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. Medical Mutual may extend this time period for up to an additional 15 days if such an extension is necessary due to circumstances beyond the control of Medical Mutual. Medical Mutual will notify you of such an extension and date by which it expects to render a decision.

If an extension is needed because you did not provide the necessary information to process your claim, Medical Mutual will notify you, in writing, within the initial 30 day response period and will specifically describe the missing information. You will then have 45 days to provide the additional information. If you do not provide the information, your claim may be denied.

If you file a Post-Service Claim for a service where prior authorization was required but not obtained, upon written request, Medical Mutual shall permit a retrospective review if the service in question meets all of the following: (i) the service is directly related to another service for which the health care practitioner (as defined in Ohio Revised Code 3923.041(A)) submitted a prior authorization request through Medical Mutual's electronic software system, prior approval has already been obtained from Medical Mutual on such request, and the original prior authorized service has already been performed; (ii) the new service was not known to be needed at the time the original prior authorized service was performed; and (iii) the need for the new service was revealed at the time the original authorized service was performed. Once the written request and all necessary information is received, Medical Mutual will review the claim for coverage and medical necessity. Medical Mutual will not deny a claim for such a new service based solely on the fact that a prior authorization approval was not received for the new service in question.

**Adverse Benefit Determination Notices**

You will receive notice of a benefit determination, orally as allowed, or in writing in a culturally and linguistically appropriate manner. All notices of an Adverse Benefit Determination will include the following:

- Information sufficient to identify the claim or health care service involved, including the health care provider, the date of service, and claim amount, if applicable;
- the specific reason(s) for the Adverse Benefit Determination;
- reference to the specific plan provision(s) on which the Adverse Benefit Determination is based;
- a description of any additional material or information necessary to process the claim and an explanation of why such information is necessary;
- a description of Medical Mutual's appeal procedures and applicable timeframes, including the expedited appeal process, if applicable;
- notice of the availability, upon request, of the diagnosis code and treatment code and their corresponding meanings, if applicable;
- notice of the availability of, and contact information for, an applicable office of consumer assistance established under the Public Health Service Act section 2793, if one is available;
- if an internal rule, guideline, protocol or similar criteria was relied upon in making the Adverse Benefit Determination, this will be disclosed, or you will be advised that information about the rule, guideline, protocol or similar criteria will be provided free of charge upon written request; and
- if the Adverse Benefit Determination was based on Medical Necessity, Experimental treatment, or a similar exclusion or limit, an explanation of the scientific or clinical judgment used for the determination applying the terms of the Plan to your circumstances will be disclosed, or you will be advised that this explanation will be provided free of charge upon request.

## Filing an Internal Appeal and External Review

### I. Definitions

For the purposes of this "Filing an Internal Appeal and External Review" Section, the following terms are defined as follows:

**Adverse Benefit Determination -** a decision by Medical Mutual:

- to deny, reduce, or terminate a requested Health Care Service or payment in whole or in part, including all of the following:
  - a determination that the Health Care Service does not meet Medical Mutual's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness, including Experimental or Investigational treatments;
  - a determination of an individual's eligibility for individual health insurance coverage, including coverage offered to individuals through a non-employer group, to participate in a plan or health insurance coverage;
  - a determination that a Health Care Service is not a Covered Service;
  - the imposition of an exclusion, including exclusions for pre-existing conditions, source of injury, network, or any other limitation on benefits that would otherwise be covered.
- Not to issue individual health insurance coverage to an applicant, including coverage offered to individuals through a non-employer group;
- To Rescind coverage.

**Authorized Representative -** an individual who represents a Covered Person in an internal appeal process or external review process, who is any of the following: (1) a person to whom a Covered Person has given express written consent to represent that person in an internal appeal process or external review process; (2) a person authorized by law to provide substituted consent for a Covered Person; (3) a family member or a treating health care professional, but only when the Covered Person is unable to provide consent; or (4) a health care professional with knowledge of the Covered Person's medical Condition in the case of a Claim Involving Urgent Care.

**Covered Service -** please refer to the definition of this term in the Definitions Section in this Benefit Book.

**Covered Person -** please refer to the definition of this term in the Definitions Section in this Benefit Book.

**Final Adverse Benefit Determination -** an Adverse Benefit Determination that is upheld at the completion of Medical Mutual's mandatory internal appeal process.

**Independent Review Organization -** an entity that is accredited to conduct independent external reviews of Adverse Benefit Determinations.

**Rescission or to Rescind -** a cancellation or discontinuance of coverage that has a retroactive effect. "Rescission" does not include a cancellation or discontinuance of coverage that has only a prospective effect or a cancellation or discontinuance of coverage that is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage.

### II. How to File an Appeal

If you are not satisfied with an Adverse Benefit Determination, you may file an appeal.

There is no fee to file an appeal. Appeals can be filed regardless of the claim amount at issue.

To submit an appeal electronically, go to Medical Mutual's Web site, www.MedMutual.com, under Members' section, complete all required fields and submit, or call the Customer Service telephone number on your identification card for more information about how to file an appeal. You may also write a letter with the following information: Card Holder's full name; patient's full name; identification number; claim number if a claim has been denied; the reason for the appeal; date of services; the Provider/facility name; and any supporting information or medical records, documents, dental X-rays or photographs you would like considered in the appeal. Send or fax the letter and records to:

Medical Mutual
Member Appeals Department
P.O. Box 94580
Cleveland, Ohio 44101-4580

FAX: (216) 687-7990

The request for review must come directly from the patient or an Authorized Representative of the patient. For those Authorized Representatives that meet the definition of Authorized Representative due to being a person to whom a Covered Person has given express written consent to represent that person in an internal appeal process or external review process. Medical Mutual must receive a signed and dated statement from the Covered Person that authorizes the individual to act on the Covered Person's behalf.

**III. Mandatory Internal Appeal Level**

The Plan provides all members a mandatory internal appeal level. You must complete this mandatory internal appeal level before any additional action is taken, except when exhaustion is unnecessary as described in the following sections.

Mandatory internal appeals must be filed within 180 days from your receipt of a notice of Adverse Benefit Determination. All requests for appeal may be made by submitting an electronic form, by calling Customer Service or in writing as described above in the How to File an Appeal section.

Under the appeal process, there will be a full and fair review of the claim in accordance with applicable law. The internal appeal process is a review of your appeal by an Appeals Specialist, a Physician consultant and/or other licensed health care professional. The review of an appeal will take into account all comments, documents, medical records and other information submitted by you and the Provider relating to the appeal, without regard to whether such information was submitted or considered in the initial benefit determination.

All determinations that involve, in whole or in part, issues of Medical Necessity, whether services are Experimental and Investigational, or any other medical judgment, are based on the evaluations and opinions of health care professionals who have the appropriate training and experience in the field of medicine involved in the medical judgment. The health care professionals who review the appeal will not have made any prior evaluations about your claim and will not be a subordinate of the professional who made the initial evaluation of your claim. These health care professionals act independently and impartially. Decisions to hire, compensate, terminate, promote or retain these professionals are not based in any manner on the likelihood that these professionals will support a denial of benefits. Upon specific written request from you, Medical Mutual will provide the identification of the medical or vocational expert whose advice was obtained on behalf of Medical Mutual in connection with the Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination.

You may submit written comments, documents, records, testimony and other information relating to the claim that is the basis for the appeal. These documents should be submitted by you at the time you send in your request for an appeal. Upon written request, you may have reasonable access to and copies of documents, records and other information used to make the decision on your claim for benefits that is the subject of your appeal.

If, during the appeal, Medical Mutual considers, relies upon or generates any new or additional evidence, you will be provided free of charge with copies of that evidence before a notice of Final Adverse Benefit Determination is issued. You will have an opportunity to respond before our time frame for issuing a notice of Final Adverse Benefit Determination expires. Additionally, if Medical Mutual decides to issue a Final Adverse Benefit Determination based on a new or additional rationale, you will be provided that rationale free of charge before a notice of Final Adverse Benefit Determination is issued. You will have an opportunity to respond before our timeframe for issuing a notice of Final Adverse Benefit Determination expires.

You will receive continued coverage pending the outcome of the appeals process. For this purpose, Medical Mutual may not reduce or terminate benefits for an ongoing course of treatment without providing advance notice and an opportunity for advance review. If Medical Mutual's Adverse Benefit Determination is upheld, you may be responsible for the payment of services you receive while the appeals process was pending.

1. **Types of Mandatory Internal Appeals and Timeframes**
    a. **Appeal of Claim Involving Urgent Care**
        - You, your Authorized Representative or your Provider may request an appeal of a Claim Involving Urgent Care. The appeal does not need to be submitted in writing. You, your Authorized Representative, or your Physician should call the Care Management telephone number on your identification card as soon as possible. Appeals of Claims Involving Urgent Care typically involve those claims for Medical Care or treatment with respect to which the application of the time periods for making non-Urgent Care determinations (1) could seriously jeopardize the life or health of a patient, or the ability of the patient to regain maximum functions, or (2) in the opinion of a Physician with knowledge of your medical Condition, would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim. The appeal must be decided as soon as possible, taking into account the medical exigencies, but

not later than 72 hours after receipt of the claimant's request to appeal. If your health care practitioner (as defined in Ohio Revised Code 3923.041(A)) uses Medical Mutual's electronic software system to request an appeal of a Claim Involving Urgent Care, Medical Mutual will respond to the appeal within 48 hours of receipt. The expedited appeal process does not apply to prescheduled treatments, therapies, Surgeries or other procedures that do not require immediate action. When you request an internal appeal for an Urgent Care claim, at the same time you may also file a request for an expedited external review as described below.

b. **Pre-Service Claim Appeal**

- You or your Authorized Representative may request a pre-service claim appeal. Pre-service claim appeals are those requested when you have received a denial of a Pre-Service Claim in advance of you receiving Medical Care. The pre-service claim appeal must be requested within 180 days of the date you received notice of an Adverse Benefit Determination but before you have received the service. When Medical Mutual receives a pre-service claim appeal in writing, it must be decided within a reasonable period of time appropriate to the medical circumstances, but not later than 30 days after the receipt of the request. When Medical Mutual receives a pre-service claim appeal from your health care practitioner (as defined in Ohio Revised Code 3923.041(A)) when you have authorized him or her to appeal on your behalf and the health care practitioner uses Medical Mutual's electronic software system for prior authorization, Medical Mutual will respond to the appeal within 10 calendar days of receipt.

c. **Post Service Claim Appeal**

- You or your Authorized Representative may request a post-service claim appeal. Post-service claim appeals are those requested for payment or reimbursement of the cost for Medical Care that has already been provided. As with pre-service claims, the post-service claim appeal must be decided within 30 days of the request and must be requested within 180 days of the date you received notice of an Adverse Benefit Determination.

2. **Notices of Final Adverse Benefit Determination after Appeal:**

All notices of a Final Adverse Benefit Determination after an appeal will be culturally and linguistically appropriate and will include the following:

- Information sufficient to identify the claim or health care service involved, including the health care provider, the date of service, and claim amount, if applicable;
- the specific reason(s) for the Adverse Benefit Determination;
- reference to the specific plan provision(s) on which the Adverse Benefit Determination is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits;
- notice of the availability, upon request, of the diagnosis code and treatment code and their corresponding meanings, if applicable;
- notice of the availability of, and contact information for, an applicable office of consumer assistance established under the Public Health Service Act section 2793, if one is available;
- if an internal rule, guideline, protocol or similar criteria was relied upon in making the Adverse Benefit Determination, this will be disclosed, or you will be advised that information about the rule, guideline, protocol or similar criteria will be provided free of charge upon written request;
- if the Adverse Benefit Determination was based on a Medical Necessity or Experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment used for the determination applying the terms of the Plan to your circumstances will be disclosed, or you will be advised that this explanation will be provided free of charge upon request;
- a discussion of the decision; and
- a description of applicable appeal procedures.

**IV. What Happens After the Mandatory Internal Appeal Level**

If your claim is denied at the internal mandatory appeal level, then depending on the type of plan you have and the type of claim, there are two different voluntary review options available. You will be eligible for EITHER the External Review Process OR the Voluntary Internal Review Process. These two processes, and the eligibility requirements, are described below.

## V. External Review Process

Medical Mutual has established an external review process to examine coverage decisions under certain circumstances. The request for External Review must be made within four months from your receipt of the notice of denial from the internal mandatory appeal. You may be eligible to have a decision reviewed through the external review process if you meet the following criteria:

1. The Adverse Benefit Determination involves medical judgment, as determined by the external reviewer, or a Rescission of coverage;
2. You have exhausted the mandatory internal appeal process unless under applicable law you are not required to exhaust the internal appeal process (for example, when your claim is entitled to expedited external review or, if you do not receive a timely internal appeal decision);
3. You are or were covered under the Plan at the time the service was requested or, in the case of retrospective review, were covered under the Plan when the service was provided; and
4. You have provided all of the information and forms necessary to process the external review.

External Review will be conducted by Independent Review Organizations (IRO) accredited by a nationally recognized accrediting organization. You will not be required to pay for any part of the cost of the external review. All IROs act independently and impartially and are assigned to review your claim on a rotational basis or by another unbiased method of selection. The decision to use an IRO is not based in any manner on the likelihood that the IRO will support a denial of benefits.

Medical Mutual is required by law to provide to the IRO conducting the review, a copy of the records that are relevant to your medical Condition and the external review. The IRO will review the claim without being bound by any decisions or conclusions reached during the internal claim and appeal process.

### External Review for Non-Urgent Care Claim Appeals

A request for an external review for a non-expedited or non-Urgent Claim must be in writing and should be addressed to Medical Mutual's Member Appeals Unit at the address listed above.

If your request for external review is complete and you are eligible for external review, an IRO will conduct the review. The IRO will notify you and give you ten business days to submit information for its consideration. The IRO will issue a written decision within 45 days after it receives the request for external review. This written decision will include the main reasons for the decision, including the rationale for the decision. The IRO's determination is binding except to the extent that other remedies may be available under State or Federal law to Medical Mutual, your Plan, or you. If the IRO reverses the Adverse Benefit Determination, Medical Mutual will provide coverage or payment for the claim.

### Expedited External Review for Urgent Care Claim Appeals

A request for an external review for Urgent or Expedited claims may be requested orally or electronically or in writing and should be addressed to Medical Mutual's Member Appeals Unit. You may request an external review for Urgent or Expedited claims at the same time you request an expedited internal appeal of your claim.

An expedited review may be requested if your Condition, without immediate medical attention, could result in serious jeopardy to your life or health or your ability to regain maximum function; or you have received a final internal appeal denial concerning an admission, availability of care, continued stay, or health care item or service for which you received Emergency Services, but you have not been discharged from a facility.

If your request for external review is complete and you are eligible for external review, an IRO will conduct the review. The IRO will issue a decision within 72 hours after the IRO receives the request for external review. If the decision is not in writing, within 48 hours after providing that notice, the IRO will provide a written confirmation. This decision will include the main reasons for the decision, including the rationale for the decision. The IRO's determination is binding except to the extent that other remedies may be available under State or Federal law to Medical Mutual, your Plan or you. If the IRO reverses the Adverse Benefit Determination, Medical Mutual will provide coverage or payment for the claim.

## VI. Voluntary Internal Review Process

If your internal mandatory appeal is denied, and your claim does not qualify for an external review, you have the option of a voluntary internal review by Medical Mutual. All requests for appeal may be made by writing to the Member Appeals Department. You should submit additional written comments, documents, records, dental X-rays, photographs and other information that were not submitted for the internal mandatory appeal.

The voluntary internal review may be requested at the conclusion of the internal mandatory appeal. The request for the voluntary internal review must be received by Medical Mutual within 60 days from the receipt of the internal mandatory appeal decision. Medical Mutual will complete its review of the voluntary internal appeal within 30 days from receipt of the request.

The voluntary internal review provides a full and fair review of the claim. The appeal will take into account all comments, documents, records and other information submitted by you and the Provider relating to the claim, without regard to whether such information was submitted or considered in the internal mandatory appeal.

**VI. Level of Review to Plan Sponsor**

If you have completed all available levels of appeal with Medical Mutual, you may have the option to appeal an Adverse Benefit Determination directly to the sponsor of your Plan. If you would like more information, please contact your school district's Treasurer or Benefits Office.

## Claim Review

**Consent to Release Medical Information - Denial of Coverage**

You consent to the release of medical information to Medical Mutual and the Plan when you enroll and/or sign an Enrollment Form.

When you present your identification card for Covered Services, you are also giving your consent to release medical information to Medical Mutual. Medical Mutual has the right to refuse to reimburse for Covered Services if you refuse to consent to the release of any medical information.

**Right to Review Claims**

When a claim is submitted, Medical Mutual will review the claim to ensure that the service was Medically Necessary and that all other conditions for coverage are satisfied. The fact that a Provider may recommend or prescribe treatment does not mean that it is automatically a Covered Service or that it is Medically Necessary.

As part of its review, Medical Mutual may refer to corporate medical policies developed by Medical Mutual (that may be obtained at Medical Mutual's website) as guidelines to assist in reviewing claims.

Medical Mutual may, in its sole discretion, cover services and supplies not specifically covered by the Benefit Book. This applies if Medical Mutual determines such services and supplies are in lieu of more expensive services and supplies, which would otherwise be required for the care and treatment of a Covered Person.

**Physical Examination**

The Plan may require that you have one or more physical examinations at its expense. These examinations will help to determine what benefits will be covered, especially when there are questions concerning services you have previously received and for which you have submitted claims. These examinations will not have any effect on your status as a Covered Person or your eligibility.

## Legal Actions

No action, at law or in equity, shall be brought against Medical Mutual or the Plan to recover benefits within 60 days after Medical Mutual receives written proof in accordance with this Benefit Book that Covered Services have been given to you. No such action may be brought later than three years after expiration of the required claim filing limit as specified in the Proof of Loss section.

## Coordination of Benefits

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

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

**Definitions**

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

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

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

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

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

   a. The difference between the cost of a semi-private Hospital room and a private Hospital room is not an **Allowable expense**, unless one of the **Plans** provides coverage for private Hospital room expenses.
   b. If a person is covered by 2 or more **Plans** that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an **Allowable expense**.
   c. If a person is covered by 2 or more **Plans** that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an **Allowable expense**.
   d. If a person is covered by one **Plan** that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another **Plan** that provides its benefits or services on the basis of negotiated fees, the **Primary plan's** payment arrangement shall be the **Allowable expense** for all **Plans**. However, if the Provider has contracted with the **Secondary plan** to provide the benefit or service for a specific negotiated fee or payment amount that is different than the **Primary plan's** payment arrangement and if the Provider's contract permits, the negotiated fee or payment shall be the **Allowable expense** used by the **Secondary plan** to determine its benefits.

e. The amount of any benefit reduction by the **Primary plan** because a Covered Person has failed to comply with the **Plan** provisions is not an **Allowable expense**. Examples of these types of plan provisions include second surgical opinions, Preauthorization of admissions, and preferred provider arrangements.

5. **Closed panel plan** is a **Plan** that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the **Plan**, and that excludes coverage for services provided by other Providers, except in cases of Emergency or referral by a panel member.
6. **Custodial parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

**Order Of Benefit Determination Rules**

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

1. The **Primary plan** pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other **Plan**.
2. a. Except as provided in Paragraph "b" below, a **Plan** that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both **Plans** state that the complying plan is primary.
   b. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the **Plan** provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a **Closed panel plan** to provide out-of-network benefits.
3. A **Plan** may consider the benefits paid or provided by another **Plan** in calculating payment of its benefits only when it is secondary to that other **Plan**.
4. Each **Plan** determines its order of benefits using the first of the following rules that apply:
   a. Non-Dependent or Dependent. The **Plan** that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree, is the **Primary plan** and the **Plan** that covers the person as a dependent is the **Secondary plan**. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the **Plan** covering the person as a dependent, and primary to the **Plan** covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two **Plans** is reversed so that the **Plan** covering the person as an employee, member, policyholder, subscriber or retiree is the **Secondary plan** and the other **Plan** is the **Primary plan**.
   b. Dependent child covered under more than one plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one **Plan**, the order of benefits is determined as follows:
      1. For a dependent child whose parents are married or are living together, whether or not they have ever been married:
         - The **Plan** of the parent whose birthday falls earlier in the calendar year is the **Primary plan**; or
         - If both parents have the same birthday, the **Plan** that has covered the parent the longest is the **Primary plan**.
         - However, if one parent's plan has some other coordination rule (for example, a "gender rule" which says the father's plan is always primary), we will follow the rules of that plan.
      2. For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
         a. If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the **Plan** of that parent has actual knowledge of those terms, that **Plan** is primary. This rule applies to plan years commencing after the **Plan** is given notice of the court decree;
         b. If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Subparagraph (1) above shall determine the order of benefits;
         c. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (1) above shall determine the order of benefits; or
         d. If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- The **Plan** covering the **Custodial parent**;
- The **Plan** covering the spouse of the **Custodial parent**;
- The **Plan** covering the **non-custodial parent**; and then
- The **Plan** covering the spouse of the **non-custodial parent**.

3. For a dependent child covered under more than one **Plan** of individuals who are not the parents of the child, the provisions of Subparagraph (1) or (2) above shall determine the order of benefits as if those individuals were the parents of the child.

c. Active employee or retired or laid-off employee. The **Plan** that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the **Primary plan**. The **Plan** covering that same person as a retired or laid-off employee is the **Secondary plan**. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other **Plan** does not have this rule, and as a result, the **Plans** do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled 4(a) can determine the order of benefits.

d. COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another **Plan**, the **Plan** covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the **Primary plan** and the COBRA or state or other federal continuation coverage is the **Secondary plan**. If the other **Plan** does not have this rule, and as a result, the **Plans** do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled 4(a) can determine the order of benefits.

e. Longer or shorter length of coverage. The **Plan** that covered the person as an employee, member, policyholder, subscriber or retiree longer is the **Primary plan** and the **Plan** that covered the person the shorter period of time is the **Secondary plan**.

f. If the preceding rules do not determine the order of benefits, the **Allowable expenses** shall be shared equally between the **Plans** meeting the definition of **Plan**. In addition, **This plan** will not pay more than it would have paid had it been the **Primary plan**.

**Effect On The Benefits Of This Plan**

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

**Right To Receive And Release Needed Information**

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

**Facility of Payment**

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

**Right of Recovery**

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

**Coordination Disputes**

If you believe that we have not paid a claim properly, you should attempt to resolve the problem by contacting Customer Service at the telephone number or address listed on the front of your Explanation of Benefits (EOB) form and/or identification card.

## Subrogation, Reimbursement and Right of Recovery

These subrogation and reimbursement provisions apply to all current or former plan participants and also to the parents, guardian, or other representative of a dependent child who incurs claims and is or has been covered by the Plan. The Plan's right to recover (whether by subrogation or reimbursement) shall apply to the personal representative of your estate, your decedents, minors, and incompetent or disabled persons. "You" or "your" includes anyone on whose behalf the Plan pays benefits. No adult Covered Person hereunder may assign any rights that the Plan may have to recover medical and/or prescription drug expenses from any tortfeasor or other person or entity to any minor child or children of said adult Covered Person without the prior written consent of the Plan.

The Plan's right of subrogation or reimbursement, as set forth below, extends to any payment you receive, or have a right to receive, including, but not limited to, any payment or right to payment from any and all insurance coverage available to you due to an injury, illness or condition for which the Plan has paid medical and/or prescription drug claims (including, but not limited to, liability coverage, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, medical payments coverage, workers' compensation coverage, no fault automobile coverage or any first party insurance coverage).

The Plan is always secondary to automobile no-fault coverage, personal injury protection coverage, or medical payments coverage.

No disbursement of any settlement proceeds or other recovery funds from any insurance coverage or other source will be made until the Plan's subrogation and reimbursement interest are fully satisfied.

**Subrogation**

The right of subrogation means the Plan is entitled to pursue any claims that you may have in order to recover the benefits paid by the Plan. Immediately upon paying or providing any benefit under the Plan, the Plan shall be subrogated to (stand in the place of) all of your rights of recovery with respect to any claim or potential claim against any party, due to an injury, illness or condition to the full extent of benefits provided or to be provided by the Plan. The Plan may assert a claim or file suit in your name and take appropriate action to assert its subrogation claim, with or without your consent. The Plan is not required to pay you part of any recovery it may obtain, even if it files suit in your name.

**Reimbursement**

If you receive any payment as a result of an injury, illness or condition, you agree to reimburse the Plan first from such payment for all amounts the Plan has paid and will pay as a result of that injury, illness or condition, up to and including the full amount of your recovery. Benefit payments made under the Plan are conditioned upon your obligation to reimburse the Plan in full from any recovery you receive for your injury, illness or condition.

**Constructive Trust**

By accepting benefits from the Plan (whether the payment of such benefits is made to you or made on your behalf to any provider), you agree that if you receive any payment as a result of an injury, illness or condition, you will serve as a constructive trustee over those funds. Failure to hold such funds in trust will be deemed a breach of your fiduciary duty to the Plan. No disbursement of any settlement proceeds or other recovery funds from any insurance coverage or other source will be made until the Plan's subrogation and reimbursement interest are fully satisfied.

**Lien Rights**

Further, the Plan will automatically have a lien to the extent of benefits paid by the Plan for the treatment of the illness, injury or condition upon any recovery by you whether by settlement, judgment or otherwise. The lien may be enforced against any party who possesses funds or proceeds representing the amount of benefits paid by the Plan including, but not limited to, you, your representative or agent, and/or any other source that possessed or will possess funds representing the amount of benefits paid by the Plan.

**Assignment**

In order to secure the Plan's recovery rights, you agree to assign to the Plan any benefits or claims or rights of recovery you have under any automobile policy or other coverage, to the full extent of the Plan's subrogation and reimbursement claims. This assignment allows the Plan to pursue any claim you may have, whether or not you choose to pursue the claim.

**First-Priority Claim**

By accepting benefits from the Plan, you acknowledge that the Plan's recovery rights are a first priority claim and are to be repaid to the Plan before you receive any recovery for your damages. The Plan shall be entitled to full reimbursement on a first-dollar basis from any payments, even if such payment to the Plan will result in a recovery which is insufficient to make you whole or to compensate you in part or in whole for the damages sustained. The Plan is not required to participate in or pay your court costs or attorney fees to any attorney you hire to pursue your damage claim.

**Applicability to All Settlements and Judgments**

All terms of these subrogation and reimbursement provisions shall apply and the Plan is entitled to full recovery regardless of whether any liability for payment is admitted and regardless of whether the settlement or judgment identifies the medical and/or prescription drug benefits the Plan provided or purports to allocate any portion of such settlement or judgment to payment of expenses other than medical and/or prescription drug expenses. The Plan is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering, non-economic damages and/or general damages only. The Plan's claim will not be reduced due to your own negligence.

**Cooperation**

You agree to cooperate fully with the Plan's efforts to recover benefits paid. It is your duty to notify the Plan within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of your intention to pursue or investigate a claim to recover damages or obtain compensation due to your injury, illness or condition. You must not settle or compromise any claim unless the Plan or its representative is notified in writing at least 30 days prior to such settlement or compromise and the Plan or its representative agrees to such settlement or compromise in writing. Further, you and your agents agree to provide notice prior to any disbursement of settlement or any other recovery funds obtained. You and your agents shall promptly provide all information requested by the Plan, its representative, or the Claims Administrator, including, but not limited to, completing and submitting any applications or other forms or statements as the Plan may reasonably request and all documents related to or filed in personal injury litigation, including, but not limited to, any police report, notices, or other papers received in connection with the injury, illness or condition. Failure to provide this information, failure to assist the Plan in pursuit of its subrogation rights or failure to reimburse the Plan from any settlement or recovery you receive may result in the denial of any future benefit payments or claim until the Plan is reimbursed in full, termination of your health benefits or the institution of court proceedings against you.

You shall do nothing to prejudice the Plan's subrogation or reimbursement interest or prejudice the Plan's ability to enforce these subrogation and reimbursement provisions. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the Plan or disbursement of any settlement proceeds or other recovery prior to fully satisfying the Plan's subrogation and reimbursement interest.

You acknowledge that the Plan has the right to conduct an investigation regarding the injury, illness or condition to identify potential sources of recovery. The Plan reserves the right to notify all parties and theirhis/her agents of its lien. Agents include, but are not limited to, insurance companies and attorneys.

**Future Benefits**

If you fail to cooperate with and reimburse the Plan, the Plan reserves the right to deny any future benefit payments on any other claim made by you until the Plan is reimbursed in full. However, the amount of any covered services excluded under this section will not exceed the amount of your recovery.

**Interpretation**

In the event that any claim is made that any part of these subrogation and reimbursement provisions is ambiguous or questions arise concerning the meaning or intent of any of its terms, the Plan and/or its representative shall have the sole authority and discretion to resolve all disputes regarding the interpretation of these provisions.

**Jurisdiction**

By accepting benefits from the Plan, you agree that any court proceeding with respect to these subrogation and reimbursement provisions may be brought in any court of competent jurisdiction as the Plan may elect. By accepting such benefits, you hereby submit to each such jurisdiction, waiving whatever rights may correspond by reason of your present or future domicile. By accepting such benefits, you also agree to pay all attorneys' fees incurred by the Plan in successfully enforcing in any court proceeding the Plan's subrogation and/or reimbursement rights against you.

**Discretionary Authority**

The Plan shall have discretionary authority to interpret and construe the terms and conditions of these subrogation and reimbursement provisions and make any determination or construction which is not arbitrary and capricious. The Plan's determination will be final and conclusive.

**Right of Recovery**

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

## Changes In Benefits or Provisions

The benefits provided by this coverage may be changed at any time. It is your Group's responsibility to notify you when these changes go into effect. If you are receiving Covered Services under this Benefit Book at the time your revised benefits become effective, the Plan will continue to provide benefits for these services only if they continue to be Covered Services under the revised benefits.

## Termination of Coverage

**How and When Your Coverage Stops**

Your coverage, as described in this Benefit Book, stops:

- When the Card Holder fails to make the required contributions.
- On the date a Covered Person enrolled as a spouse under the Plan stops being an Eligible Dependent.
- At the end of the month during which a Covered Person enrolled as a child under the Plan stops being an Eligible Dependent.
- On the date that the Card Holder becomes ineligible, subject to your employer's effective date of termination of coverage.
- On the day a final decree of divorce, annulment or dissolution of the marriage is filed, a Card Holder's spouse will no longer be eligible for coverage under the Plan.
- Immediately upon notice if:
    - a Covered Person allows a non-Covered Person to use his/her identification card to obtain or attempt to obtain benefits; or
    - a Covered Person intentionally misrepresents a material fact provided to the Group or Medical Mutual or commits fraud or forgery. If your coverage is rescinded, you will be given 30 days' advance written notice, during which time you may request a review of the decision.

**Federal Continuation Provisions - COBRA**

If any Covered Person's group coverage would otherwise end, and your employer's group health plan is still in effect, you and your Eligible Dependents may be eligible for continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). COBRA is a federal law that allows Covered Persons to continue coverage under

specified circumstances where such group coverage would otherwise be lost. To continue coverage, you or your Eligible Dependents must apply for continuation coverage and pay the required premium before the deadline for payment. COBRA coverage can extend for 18, 29 or 36 months, depending on the particular "qualifying event" which gave rise to COBRA.

**When You Are Eligible for COBRA**

If you are a Card Holder and active employee covered under your employer's group health plan, you have the right to choose this continuation coverage if you lose your group health coverage because of reduction in your hours of employment or termination of employment (for reasons other than gross misconduct on your part) or at the end of a leave under the Family and Medical Leave Act.

If you are the covered spouse of a Card Holder (active employee for number 5 below) covered by the Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the employer's plan for any of the following reasons:

1. the death of your spouse;
2. the termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
3. divorce or legal separation from your spouse;
4. your spouse becomes entitled (that is, covered) under Medicare; or
5. your spouse is retired, and your spouse's employer filed for reorganization under Chapter 11 of the Bankruptcy Code, and your spouse was covered by the Plan on the date before the commencement of bankruptcy proceeding and was retired from the Group.

In the case of an Eligible Dependent of a Card Holder, (active employee for number six (6) below) covered by the Plan, he or she has the right to continuation coverage if group health coverage under the Plan is lost for any of the following reasons:

1. the death of the Card Holder;
2. the termination of the Card Holder's employment (for reasons other than gross misconduct) or reduction in the Card Holder's hours of employment;
3. the Card Holder's divorce or legal separation;
4. the Card Holder becomes entitled (that is, covered) under Medicare;
5. the dependent ceases to be an "Eligible Dependent;" or
6. the Card Holder is retired and the Card Holder's group files for reorganization under Chapter 11 of the Bankruptcy Code.

**Notice Requirements**

Under COBRA, the Card Holder or Eligible Dependent has the responsibility to inform the Group of a divorce, legal separation or a child losing dependent status under the Plan within 60 days of any such event. If notice is not received within that 60-day period, the dependent will not be entitled to choose continuation coverage. When the Group is notified that one of these events has happened, the Group will, in turn, have 14 days to notify the affected family members of their right to choose continuation coverage. Under COBRA, you have 60 days from the date coverage would be lost because of one of the events described above or the date of receipt of notice, if later, to inform your Group of your election of continuation coverage.

If you do not choose continuation coverage within the 60-day election period, your group health coverage will end as of the date of the qualifying event.

If you do choose continuation coverage, your Group is required to provide coverage that is identical to the coverage provided by the Group to similarly situated active employees and dependents. This means that if the coverage for similarly situated Covered Persons is modified, your coverage will be modified.

**How Long COBRA Coverage Will Continue**

COBRA requires that you be offered the opportunity to maintain continuation coverage for 18 months if you lost coverage under the Plan due to the Card Holder's termination (for reasons other than gross misconduct) or reduction in work hours. A Card Holder's covered spouse and/or Eligible Dependents are required to be offered the opportunity to maintain continuation coverage for 36 months if coverage is lost under the Plan because of an event other than the Card Holder's termination or reduction in work hours.

If, during an 18-month period of coverage continuation, another event takes place that would also entitle a qualified beneficiary (other than the Card Holder) to his own continuation coverage (for example, the former Card Holder dies, is divorced or legally separated, becomes entitled to Medicare or the dependent ceased to be an Eligible Dependent under the Plan), the continuation coverage may be extended for the affected qualified beneficiary. However, in no case will any period of continuation coverage be more than 36 months.

If you are a former employee and you have a newborn or adopted child while you are on COBRA continuation and you enroll the new child for coverage, the new child will be considered a "qualified beneficiary." This gives the child additional rights such as the right to continue COBRA benefits even if you die during the COBRA period. Also, this gives the right to an additional 18-month coverage if a second qualifying event occurs during the initial 18-month COBRA period following your termination or retirement. If you are entitled to 18 months of continuation coverage and if the Social Security Administration determines that you were disabled within 60 days of the qualifying event, you are eligible for an additional 11 months of continuation coverage after the expiration of the 18-month period. To qualify for this additional period of coverage, you must notify the Group within 60 days after becoming eligible for COBRA or receiving a disability determination from the Social Security Administration, whichever is later. Such notice must be given before the end of the initial 18 months of continuation coverage. If the individual entitled to the disability extension has non-disabled family members who are qualified beneficiaries and have COBRA coverage, those non-disabled beneficiaries will also be entitled to this 11-month disability extension. During the additional 11 months of continuation coverage, the premium for that coverage may be no more than 150% of the coverage cost during the preceding 18 months.

The law also provides that your continuation coverage may be terminated for any of the following reasons:

1. your Group no longer provides group health coverage to any of its employees;
2. the premium for your continuation coverage is not paid in a timely fashion;
3. you first become, after the date of election, covered under another group health plan (unless that other Plan contains an exclusion or limitation with respect to any preexisting Condition affecting you or a covered dependent); or
4. you first become, after the date of election, entitled (that is covered) under Medicare.

**Additional Information**

An Eligible Dependent who is a qualified beneficiary is entitled to elect continuation of coverage even if the Card Holder does not make that election. At subsequent open enrollments, an Eligible Dependent may elect a different coverage from the coverage the Card Holder elects.

You do not have to provide proof of insurability to obtain continuation coverage. However, under COBRA, you will have to pay all of the premium (both employer and employee portion) for your continuation coverage, plus a 2% administrative fee. You will have an initial grace period of 45 days (starting with the date you choose continuation coverage) to pay any premiums then due; after that initial 45-day grace period, you will have a grace period of 30 days to pay any subsequent premiums.

It is your Group's responsibility to advise you of your COBRA rights and to provide you with the required documents to complete upon the qualifying event.

**Continuation of Coverage During Military Service**

If your coverage would otherwise terminate due to a call to active duty from reserve status, you are entitled to continue coverage for yourself and your Eligible Dependents. Your group shall notify you of your right to continue coverage at the time you notify the group of your call to active duty. You must file a written election of continuation with the group and pay the first contribution for continued coverage no later than 31 days after the date on which your coverage would otherwise terminate. Continuation coverage will end on the earliest of the following dates:

- the date you return to reserve status from active military duty;
- 24 months from the date continuation began (or 36 months if any of the following occurs during this 24-month period: death of the reservist; divorce or separation of a reservist from the reservist's spouse or a child ceasing to be an Eligible Dependent);
- the date coverage terminates under the Benefit Book for failure to make timely payment of a required contribution;
- the date the entire Benefit Book ends; or
- the date the coverage would otherwise terminate under the Benefit Book.

**Benefits After Termination of Coverage**

If you are an Inpatient of a Hospital or Skilled Nursing Facility on the day your coverage stops, only the benefits listed in the **Inpatient Hospital Services** section under **bed, board and general nursing services** and **ancillary services** will continue. These benefits will end when any of the following occurs:

- the Plan provides your maximum benefits;
- you leave the Hospital or Skilled Nursing Facility;
- the Benefit Period in which your coverage stopped, comes to an end; or
- you have other health care coverage.

This provision applies only to the Covered Services specifically listed in these two subnamed sections. No other services will be provided once your coverage stops.

**Rescission of Coverage**

A rescission of coverage means that your coverage is retroactively terminated to a particular date, as if you never had coverage under the Plan after the date of termination. Your coverage can only be rescinded if you (or a person seeking coverage on your behalf) performs an act, practice, or omission that constitutes fraud; or unless you (or a person seeking coverage on your behalf) makes an intentional misrepresentation of material fact, as prohibited by the terms of your Plan. You will be provided with thirty (30) calendar days' advance notice before your coverage is rescinded in accordance with this paragraph. You have the right to request an internal appeal of a rescission of your coverage.

Your coverage may also be retroactively terminated for any period of time for which you did not pay the required contribution to coverage, including COBRA premiums.

# Notice of Availability of Language Assistance and Auxiliary Aids and Services

MEDICAL MUTUAL®

### English
ATTENTION: If you speak English, free language assistance services are available to you. Appropriate auxiliary aids and services to provide information in accessible formats are also available free of charge. Call 1-800-382-5729 (TTY: 711) or speak to your provider.

### Spanish
ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. También están disponibles de forma gratuita ayuda y servicios auxiliares apropiados para proporcionar información en formatos accesibles. Llame al 1-800-382-5729 (TTY: 711) o hable con su proveedor.

### German
ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachassistenzdienste zur Verfügung. Entsprechende Hilfsmittel und Dienste zur Bereitstellung von Informationen in barrierefreien Formaten stehen ebenfalls kostenlos zur Verfügung. Rufen Sie 1-800-382-5729 (TTY: 711) an oder sprechen Sie mit Ihrem Provider.

### Italian
ATTENZIONE: se parli Italiano, sono disponibili servizi di assistenza linguistica gratuiti. Sono inoltre disponibili gratuitamente ausili e servizi ausiliari adeguati per fornire informazioni in formati accessibili. Chiama l' 1-800-382-5729 (TTY: 711) o parla con il tuo fornitore.

### Russian
ВНИМАНИЕ: Если вы говорите на русский, вам доступны бесплатные услуги языковой поддержки. Соответствующие вспомогательные средства и услуги по предоставлению информации в доступных форматах также предоставляются бесплатно. Позвоните по телефону 1-800-382-5729 (TTY: 1-711) или обратитесь к своему поставщику услуг.

### French
ATTENTION : Si vous parlez Français, des services d'assistance linguistique gratuits sont à votre disposition. Des aides et services auxiliaires appropriés pour fournir des informations dans des formats accessibles sont également disponibles gratuitement. Appelez le 1-800-382-5729 (TTY: 711) ou parlez à votre fournisseur.

### Chinese
注意：如果您说[中文]，我们将免费为您提供语言协助服务。我们还免费提供适当的辅助工具和服务，以无障碍格式提供信息。致电 1-800-982-3117（文本电话：711）或咨询您的服务提供商。

### Vietnamese
LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi cung cấp miễn phí các dịch vụ hỗ trợ ngôn ngữ. Các hỗ trợ dịch vụ phù hợp để cung cấp thông tin theo các định dạng dễ tiếp cận cũng được cung cấp miễn phí. Vui lòng gọi theo số 1-800-382-5729 (Người khuyết tật: 711) hoặc trao đổi với người cung cấp dịch vụ của bạn."

### Arabic
العربيةتنبيه: إذا كنت تتحدث اللغة العربية، فستتوفر لك خدمات المساعدة اللغوية المجانية. كما تتوفر وسائل مساعدة وخدمات مناسبة لتوفير المعلومات بتنسيقات يمكن الوصول إليها مجانًا. اتصل على الرقم 1-800-382-5729 (TTY: 711)

### Korean
주의: [한국어]를 사용하시는 경우 무료 언어 지원 서비스를 이용하실 수 있습니다. 이용 가능한 형식으로 정보를 제공하는 적절한 보조 기구 및 서비스도 무료로 제공됩니다. 1-800-382-5729 (TTY: 711)번으로 전화하거나 서비스 제공업체에 문의하십시오.

### Cushite/Oromo
HUBACHIISA: Yoo Afaan Oromoo dubbattu ta'e, tajaajiloonni gargaarsa afaanii bilisaa isiniif ni argamu. Deeggarsi dabalataa fi tajaajilootni mijaa'oo ta'an odeeffannoo bifa dhaqqabamaa ta'een kennuuf gargaaranis kaffaltii malee ni argamu. Gara 1-800-382-5729 (TTY: 711) tti bilbilaa ykn dhiyeessaa keessan haasofsiisaa.

### Tagalog
PAALALA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga libreng serbisyong tulong sa wika. Magagamit din nang libre ang mga naaangkop na auxiliary na tulong at serbisyo upang magbigay ng impormasyon sa mga naa-access na format. Tumawag sa 1-800-382-5729 (TTY: 711) o makipag-usap sa iyong provider.

### Romanian
ATENȚIE: Dacă vorbiți Română, aveți la dispoziție servicii de asistență lingvistică gratuite. De asemenea, sunt disponibile gratuit materiale și servicii auxiliare adecvate pentru furnizarea de informații în formate accesibile. Sunați la 1-800-382-5729 (TTY: 711) sau contactați-vă furnizorul.

### Japanese
注:日本語を話される場合、無料の言語支援サービスをご利用いただけます。アクセシブル（誰もが利用できるよう配慮された）な形式で情報を提供するための適切な補助支援やサービスも無料でご利用いただけます。1-800-382-5729（TTY:711）までお電話ください。または、ご利用の事業者にご相談ください。

Order Number: Z8188-MCA R8.25
Dept of Ins. Filing Number: Z8188-MCA R10.25

**Dutch**

LET OP: als je Nederlands spreekt, zijn er gratis taalhulpdiensten voor je beschikbaar. Passende hulpmiddelen en diensten om informatie in toegankelijke formaten te verstrekken, zijn ook gratis beschikbaar. Bel 1-800-382-5729 (TTY: 711) of spreek met je provider.

**Pennsylvania Dutch**

WICHDICH: Wann du Deitsch schwetzscht un hoscht Druwwel fer Englisch verschtehe, kenne mer epper beigriege fer dich helfe unni as es dich ennich eppes koschte zeelt. Mir kenne dich helfe aa wann du Druwwel hoscht fer heere odder sehne. Mir kenne Schtofft lauder mache odder iesier fer lese un sell koscht dich aa nix. Ruf 1-800-382-5729 (TTY: 711) uff odder schwetz mit dei Provider.

**Ukrainian**

УВАГА: Якщо ви розмовляєте українська мова, вам доступні безкоштовні мовні послуги. Відповідні допоміжні засоби та послуги для надання інформації у доступних форматах також доступні безкоштовно. Зателефонуйте за номером 1-800-382-5729 (TTY: 711) або зверніться до свого постачальника.

**Navajo**

BAA'ÁKONÍNÍZIN: Diné bizaad bíyáti' nílt'įį', t'áá jíík'ehgo saad bee áká anilyeedígíí t'áá hóló. T'áá jíík'ehgo áká anilyeedígíí dóó bee haz'ánígíí t'áá hóló, t'áá íiyisí bee t'áá ájík'ehgo. 1-800-382-5729 (TTY: 711) bich'į' hodíilnih dóó provider ni'doolníił.

## Notice of Nondiscrimination and Accessibility Requirements: Discrimination is Against the Law

Medical Mutual of Ohio complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex (consistent with the scope of sex discrimination described at 45 CFR § 92.101(a)(2)). Medical Mutual of Ohio does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

Medical Mutual of Ohio:

- Provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provides free language assistance services to people whose primary language is not English, which may include:
  - Qualified interpreters
  - Information written in other languages.

**If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact our Civil Rights Coordinator at CivilRightsCoordinator@MedMutual.com.**

If you believe that Medical Mutual of Ohio has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with our Civil Rights Coordinator.

100 American Road
Cleveland, OH 44144

Call: 1-800-382-5729 (TTY: 711)
Email: CivilRightsCoordinator@MedMutual.com

You can file a grievance in person, by mail, or email. If you need help filing a grievance, our Civil Rights Coordinator (who is also our Section 1557 Coordinator) is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

**U.S. Department of Health and Human Services**
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

- Complaint forms are available at: http://www.hhs.gov/ocr/office/file/index.html
- This notice is available at Medical Mutual's website: www.MedMutual.com

**Questions about your benefits or other inquiries about your health insurance should be directed to Medical Mutual's Customer Care Department at 1-800-382-5729.**

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