

# WELLFLEET INSURANCE COMPANY

5814 Reed Road, Fort Wayne, Indiana 46835

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## STUDENT HEALTH CERTIFICATE OF COVERAGE

**POLICYHOLDER:** MAINE MARITIME ACADEMY  
(Policyholder)  
**POLICY NUMBER:** WI2425MESHIP69  
**POLICY EFFECTIVE DATE:** August 15, 2024  
**POLICY TERMINATION DATE:** August 14, 2025  
**STATE OF ISSUE:** Maine

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

### INSURING AGREEMENTS

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

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

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

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

### Termination of the Certificate

This Certificate terminates on the Policy Termination Date at 11:59 p.m. local time at the Policyholder's address.

The Policyholder may return the Policy within at least ten (10) days of delivery for a full refund of all Premiums paid; and any coverage returned for a refund of Premium will be null and void from its inception.

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

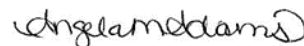
This Certificate is executed for the Company by its President and Secretary.

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

### Non-Participating One Year Term Insurance



**President**  
**Andrew M. DiGiorgio**



**Secretary**  
**Angela Adams**

Underwritten by: Wellfleet Insurance Company  
5814 Reed Road, Fort Wayne, IN 46835

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

## **RIGHTS AND RESPONSIBILITIES**

The responsibilities of an Insured Person include:

1. Carrying the Insured Person's identification card with them and presenting it prior to receiving health care services.
2. Paying all Deductibles, Coinsurance and Copayment amounts, if any, when due.
3. Reading the Policy, knowing their coverage, and following the procedures outlined in the Policy to receive maximum benefits.
4. Informing Us of any other health insurance the Insured Person might have.
5. Preventing the dishonest or false use of the Insured Person's identification card by people not eligible for coverage, and immediately reporting any such use to Us.
6. Informing Us of any change in the Insured Person's address or a Qualifying Life Event that may affect benefits for the Insured Person.

The rights of an Insured Person include:

1. Simple information and explanations from the Insured Person's health plan to help them understand what is covered and what is not covered.
2. A current list of Preferred Providers.
3. Emergency care at any Hospital for a condition the Insured Person believes threatens their life or seriously affects their health subject to protection for Surprise Billing.
4. Information about steps the Insured Person can take if they think that their health insurance plan has denied them coverage of a Treatment they believe is covered.

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## SCHEDULE OF BENEFITS

### Preventive Services:

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

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

### Medical Deductible:

In-Network Provider	Individual:	\$100
Out-of-Network Provider:	Individual:	\$100

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

### Out-of-Pocket Maximum:

In-Network Provider:	Individual:	\$7,900
Out-of-Network Provider:	Individual:	\$15,800

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

### Coinsurance Amounts:

In-Network Provider: 80% of the Negotiated Charge for Covered Medical Expenses unless otherwise stated below.

Out-of-Network Provider: 60% of the Usual and Customary Charge (U&C) for Covered Medical Expenses unless otherwise stated below.

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

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

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

### How You Can Request a Cost Estimate for Proposed Covered Services

You may request an estimate of the costs You will have to pay when Your health care provider proposes a procedure, or other covered service. You can request this cost estimate by logging on to the [www.wellfleetstudent.com](http://www.wellfleetstudent.com) website,

typing in the name of Your school and logging into Your secure Wellfleet school webpage. Click the “Cost of Care Estimator” link and follow the steps to perform the following:

- Search for a Provider
- Request a Cost Estimate for health care services, and
- View Ratings and Reviews of Providers

You can also print cost estimate results.

To request a cost estimate by phone, or if You need assistance with creating a cost estimate, call the toll-free phone number shown on Your ID card.

**Dental and Vision Benefit Payments**

For dental and vision benefits, You may choose any dental or vision provider. For dental, different benefits may be payable based on the type of service, as shown in the Schedule of Benefits.

**Preferred Provider Organization:**

To locate an In-Network Provider in Your area, consult Your Provider Directory or call toll-free 877-657-5030, TTY 711 or visit Our website at [www.wellfleetstudent.com](http://www.wellfleetstudent.com).

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

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

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

BENEFITS FOR COVERED INJURY/SICKNESS	IN-NETWORK	OUT-OF-NETWORK
INPATIENT SERVICES		
Hospital Care Includes Hospital Room and Board Expenses and Hospital Miscellaneous Expenses.  Subject to Semi-Private room rate unless intensive care unit is required.  Room and Board includes intensive care.  Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses

Preadmission Testing	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Physician's Visits while Confined	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Skilled Nursing Facility Benefit Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Inpatient Rehabilitation Facility Expense Benefit Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Registered Nurse Services for private duty nursing while Confined	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Physical Therapy while Confined (inpatient)	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
<b>MENTAL HEALTH DISORDER AND SUBSTANCE USE DISORDER BENEFITS</b> In accordance with the federal Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), the cost sharing requirements, day or visit limits, and any Pre-certification requirements that apply to a Mental Health Disorder and Substance Use Disorder will be no more restrictive than those that apply to medical and surgical benefits for any other Covered Sickness.		
<b>Inpatient Mental Health Disorder and Substance Use Disorder Benefit</b>  Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
<b>Outpatient Mental Health Disorder and Substance Use Disorder Benefit</b>  Physician's Office Visits including, but not limited to, Physician visits; individual and group therapy; medication management  All Other Outpatient Services including, but not limited to, Intensive Outpatient Programs (IOP); partial hospitalization; Electronic Convulsive Therapy (ECT); Repetitive Transcranial Magnetic Stimulation (rTMS); Psychiatric and Neuro Psychiatric testing	\$30 Copayment per visit then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived  80% of the Negotiated Charge after Deductible for Covered Medical Expenses	80% of Usual and Customary Charge after Deductible for Covered Medical Expenses   60% of Usual and Customary Charge after Deductible for Covered Medical Expenses

**PROFESSIONAL AND OUTPATIENT SERVICES**

***Surgical Expenses***

<b>Inpatient and Outpatient Surgery includes:</b> Pre-Certification Required Surgeon Services Anesthetist Assistant Surgeon	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Outpatient Surgical Facility and Miscellaneous expenses for services & supplies, such as cost of operating room, therapeutic services, oxygen, oxygen tent, and blood & plasma	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Abortion Expense	100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived, if applicable	100% of Usual and Customary Charge for Covered Medical Expenses  Deductible Waived, if applicable
Bariatric Surgery Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Organ Transplant Surgery travel and lodging expenses a maximum of \$2,000 per Policy Year or \$250 per day, whichever is less while at the transplant facility. Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Human Leukocyte Antigen Testing	100% of Actual Charge for Covered Medical Expenses. Deductible Waived, if applicable. Subject to once per lifetime for Antigen testing laboratory fees	
Reconstructive Surgery Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses

***Other Professional Services***

Gender Affirming Treatment Benefit Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Home Health Care Expenses Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Hospice Care Coverage	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses

<b>Office Visits</b>		
Physician's Office Visits including Specialists/Consultants	\$30 Copayment per visit then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	80% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Telemedicine or Telehealth Services	\$30 Copayment per visit then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	80% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Telemedicine or Telehealth Services by a contracted Provider (Behavioral Health)	\$0 Copayment per visit then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	
Acupuncture Services (Medically Necessary Treatment only)	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Acupuncture Services Maximum visits per Policy Year	30	30
Allergy Testing and Treatment, including injections	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Chiropractic Care Benefit	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Chiropractic Care Benefit Maximum visits per Policy Year	40	40
Tuberculosis screening (TB), Titers, QuantiFERON B tests including shots (other than covered under Preventive Services)	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
<b>EMERGENCY SERVICES, AMBULANCE AND NON-EMERGENCY SERVICES</b>		
Emergency Services in an emergency department for Emergency Medical Conditions.	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	Paid the same as In-Network Provider subject to Usual and Customary Charge.
Urgent Care Centers for non-life-threatening conditions	\$30 Copayment per visit then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	80% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Emergency Ambulance Service ground and/or air, water transportation	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	Paid the same as In-Network Provider subject to Usual and Customary Charge



Non-Emergency Ambulance Expenses ground and/or air, (fixed wing) transportation  Pre-Certification Required for non-emergency air Ambulance (fixed wing)	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	Ground Ambulance transportation: 60% of Usual and Customary Charge after Deductible for Covered Medical Expenses  Air Ambulance transportation: Paid the same as In-Network Provider subject to Usual and Customary Charge.
<b>DIAGNOSTIC LABORATORY, TESTING AND IMAGING SERVICES</b>		
Diagnostic Imaging Services Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
CT Scan, MRI and/or PET Scans Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Laboratory Procedures (Outpatient)	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Chemotherapy and Radiation Therapy Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Infusion Therapy Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
<b>REHABILITATION AND HABILITATION THERAPIES</b>		
Cardiac Rehabilitation	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Pulmonary Rehabilitation	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Rehabilitation Therapy including, Physical Therapy, and Occupational Therapy and Speech Therapy	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Rehabilitation Therapy Maximum Visits for each therapy per Policy Year for Physical Therapy, and Occupational Therapy and Speech Therapy Combined with Habilitation Services Therapy	30	30

The Maximum Visits do not apply to Rehabilitation Therapy for a Mental Health Disorder or Substance Use Disorder.		
Habilitation Services including, Physical Therapy, and Occupational Therapy and Speech Therapy	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Habilitation Services Maximum Visits for each therapy per Policy Year for Physical Therapy, and Occupational Therapy and Speech Therapy Combined with Rehabilitation Therapy  The Maximum Visits do not apply to Habilitation Services for a Mental Health Disorder or Substance Use Disorder.	30	30
<b>OTHER SERVICES AND SUPPLIES</b>		
Covered Clinical Trials	Same as any other Covered Sickness	
Diabetic Services and Supplies (including equipment and training)  Refer to the Prescription Drug provision for diabetic supplies covered under the Prescription Drug benefit.	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Dialysis Treatment	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Durable Medical Equipment Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Enteral Formulas and Nutritional Supplements See the Prescription Drug section of this Schedule when purchased at a pharmacy.	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Hearing Aids One hearing aid per affected ear every 36 months	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Infertility Treatment/Standard Fertility Preservation Services  Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses

Maternity Benefit	Same as any other Covered Sickness	
Prosthetic and Orthotic Devices (other than prosthetic devices for arm and leg) Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Prosthetic Devices (Arm and Leg) Pre-Certification Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Sports Accident Expense Benefit - incurred as the result of the play or practice of Intercollegiate sports or club sports. Up to \$1,000 per Accident Pre-Certification not Required	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Non-emergency Care While Traveling Outside of the United States	60% of Actual Charge after Deductible for Covered Medical Expenses Subject to \$10,000 maximum per Policy Year	
Medical Evacuation Expense	100% of Actual Charge for Covered Medical Expenses Deductible Waived Subject to \$50,000 maximum per Policy Year	
Repatriation Expense	100% of Actual Charge for Covered Medical Expenses Deductible Waived Subject to \$25,000 maximum per Policy Year	
PEDIATRIC DENTAL AND VISION CARE		
Pediatric Dental Care Benefit (to the end of the month in which the Insured Person turns age 19)	See the Dental Care Schedule of Benefits and Pediatric Dental Care Benefits description in the Certificate for further information.	
Type A – Basic Services Preventive Dental Care Limited to 1 dental exam every 6 months  The benefit payable amount for the following services is different from the benefit payable amount for Preventive Dental Care:	100% of Usual and Customary Charge for Covered Medical Expenses	
Type B – Intermediate Services	50% of Usual and Customary Charge for Covered Medical Expenses	
Type C – Major Services	50% of Usual and Customary Charge for Covered Medical Expenses	
Type D:	50% of Usual and Customary Charge for Covered Medical Expenses	
• Medically Necessary Orthodontic Services	50% of Usual and Customary Charge for Covered Medical Expenses	
• General Services	50% of Usual and Customary Charge for Covered Medical Expenses	
Claim forms must be submitted to Us as soon as reasonably possible. Refer to Proof of Loss provision contained in the General Provisions.	Deductible Waived	

## **Dental Care Schedule of Benefits**

### **Type A – Basic Services**

#### **Diagnostic and Treatment Services**

Periodic oral evaluation - Limited to 1 every 6 months  
Limited oral evaluation - problem focused - Limited to 1 every 6 months  
Comprehensive oral evaluation - Limited to 1 every 6 months  
Comprehensive periodontal evaluation - Limited to 1 every 6 months  
Intraoral – complete set of radiographic images including bitewings - 1 every 60 (sixty) months  
Intraoral - periapical radiographic image  
Intraoral - additional periapical image  
Intraoral - occlusal radiographic image  
Extraoral – Each Additional Radiographic Image  
Bitewing - single image Adult - 1 set every calendar year/Children - 1 set every 6 months  
Bitewings - two images - Adult - 1 set every calendar year/Children - 1 set every 6 months  
Bitewings - four images - Adult - 1 set every calendar year/Children - 1 set every 6 months  
Vertical bitewings – 7 to 8 images – Adult - 1 set every calendar year/Children - 1 set every 6 months  
Panoramic radiographic image – 1 image every 60 (sixty) months  
Cephalometric radiographic image  
2D Oral / Facial Photographic Images-obtained intraorally and extraorally  
3D photographic image  
Interpretation of Diagnostic Image  
Lab test  
Collect & Prep Genetic Sample-1 per lifetime  
Genetic Test-Specimen Analysis-1 per lifetime  
Diagnostic Models

#### **Preventive Services**

Prophylaxis – Adult - Limited to 1 every 6 months  
Prophylaxis – Child - Limited to 1 every 6 months  
Topical Fluoride – Varnish -1 in 12 months for adults, 2 every 12 months for dependent children based on age limits  
Topical application of fluoride (excluding prophylaxis) - 2 every 12 months for dependent children based on age limits  
Sealant - per tooth – unrestored permanent molars - Less than age 19 - 1 sealant per tooth every 36 months  
Preventative resin restorations in a moderate to high caries risk patient - permanent tooth - 1 sealant per tooth every 36 months  
Sealant Repair –Per tooth-Permanent tooth-1 every 36 months  
Interim Caries Medicament-Permanent teeth 1 per tooth every 36 months (Molars/Bicuspid excluding Wisdom Teeth)  
Caries preventive medicament application – per tooth - 1 every 36 months  
Space maintainer – fixed – unilateral - Limited to children under age 19  
Space Maintainer- Fixed-bilateral, Maxillary-Limited to children under age 19  
Space Maintainer- Fixed-bilateral, mandibular-Limited to children under age 19  
Space maintainer - removable – unilateral - Limited to children under age 19  
Space Maintainer removable-bilateral,maxillary-Limited to children under age 19  
Space Maintainer Removable bilateral,mandibular-Limited to children under age 19  
Re-cement or re-bond bilateral space maintainer-maxillary  
Re-cement or re-bond bilateral space maintainer-mandibular  
Re-cement or re-bond unilateral space maintainer-per quadrant  
Distal space maintainer fixed

#### **Additional Procedures Covered as Basic Services**

Palliative treatment of dental pain – minor procedure

Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)  
Consultation With Medical Professional  
Office Visit- after regularly scheduled hours

### **Type B – Intermediate Services**

#### **Minor Restorative Services**

Amalgam - one surface, primary or permanent  
Amalgam - two surfaces, primary or permanent  
Amalgam - three surfaces, primary or permanent  
Amalgam - four or more surfaces, primary or permanent  
Resin-based composite - one surface, anterior  
Resin-based composite - two surfaces, anterior  
Resin-based composite - three surfaces, anterior  
Resin-based composite - four or more surfaces or involving incisal angle (anterior)  
Resin Crown-1 every 60 months  
Porcelain Inlay-1 every 60 months  
2 Surface Porcelain Inlay-1 every 60 months  
3 or More Surf. Porcelain Onlay-1 every 60 months  
Re-cement inlay or re-bond inlay, onlay veneer or partial coverage restoration  
Re-cement or re-bond indirectly fabricated or prefabricated post and core  
Re-cement or re-bond crown  
Reattachment of Tooth Fragment  
Prefabricated porcelain crown - primary - Limited to 1 every 60 months  
Prefabricated stainless steel crown - primary tooth – Under age 15 - Limited to 1 per tooth in 60 months  
Prefabricated stainless steel crown - permanent tooth - Under age 15 - Limited to 1 per tooth in 60 months  
Protective Restoration  
Pin retention - per tooth, in addition to restoration

#### **Endodontic Services**

Therapeutic pulpotomy (excluding final restoration) - *If a root canal is within 45 days of the pulpotomy, the pulpotomy is not a covered service since it is considered a part of the root canal procedure and benefits are not payable separately.*  
Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development - *If a root canal is within 45 days of the pulpotomy, the pulpotomy is not a covered service since it is considered a part of the root canal procedure and benefits are not payable separately.*  
Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration) - *Limited to primary incisor teeth for members up to age 6 and for primary molars and cuspids up to age 11 and is limited to once per tooth per lifetime.*  
Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration). Incomplete endodontic treatment when You discontinue treatment. - *Limited to primary incisor teeth for members up to age 6 and for primary molars and cuspids up to age 11 and is limited to once per tooth per lifetime.*  
Pulpal regeneration – initial visit - Limited to 1 per lifetime  
Pulpal regeneration – interim medication replacement - Limited to 1 per lifetime  
Pulpal regeneration – completion of treatment - Limited to 1 per lifetime

#### **Periodontal Services**

Periodontal scaling and root planning-four or more teeth per quadrant – Limited to 1 every 24 months  
Periodontal scaling and root planning-one to three teeth, per quadrant – Limited to 1 every 24 months  
Scaling gingival inflammation - Limited to 1 every 6 months combined with prophylaxis and periodontal maintenance  
Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth  
Periodontal maintenance – 4 in 12 months combined with adult prophylaxis after the completion of active periodontal

therapy

### **Prosthodontic Services**

Adjust complete denture – maxillary  
Adjust complete denture – mandibular  
Adjust partial denture – maxillary  
Adjust partial denture - mandibular  
Repair broken complete denture base-mandibular  
Repair broken complete denture base-maxillary  
Replace missing or broken teeth - complete denture (each tooth)  
Repair resin partial denture base-mandibular  
Repair resin partial denture base-maxillary  
Repair cast partial framework-mandibular  
Repair cast partial framework-maxillary  
Repair or replace broken clasp  
Replace broken teeth - per tooth  
Add tooth to existing partial denture  
Add clasp to existing partial denture  
Rebase complete maxillary denture - Limited to 1 in a 36-month period 6 months after the initial installation  
Rebase maxillary partial denture - Limited to 1 in a 36-month period 6 months after the initial installation  
Rebase mandibular partial denture - Limited to 1 in a 36-month period 6 months after the initial installation  
Rebase hybrid prosthesis-Replacing the base material connected to the framework-Limited to a 1 in a 36-month period 6 months after the initial installation  
Reline complete maxillary denture - Limited to 1 in a 36-month period 6 months after the initial installation  
Reline complete mandibular denture - Limited to 1 in a 36-month period 6 months after the initial installation  
Reline maxillary partial denture - Limited to 1 in a 36-month period 6 months after the initial installation  
Reline mandibular partial denture - Limited to 1 in a 36-month period 6 months after the initial installation  
Reline complete maxillary denture (laboratory) - Limited to 1 in a 36-month period 6 months after the initial installation  
Reline complete mandibular denture (laboratory) - Limited to 1 in a 36-month period 6 months after the initial installation  
Reline maxillary partial denture (laboratory) - Limited to 1 in a 36-month period 6 months after the initial installation  
Reline mandibular partial denture (laboratory) Rebase/Reline - Limited to 1 in a 36-month period 6 months after the initial installation  
Soft liner for complete or partial removable denture-indirect-A discrete procedure provided when the dentist determines placement of the soft liner is clinically indicated-Limited to a 1 in 36-month period 6 months after the initial installation  
Tissue conditioning (maxillary)  
Tissue conditioning (mandibular)  
Recement fixed partial denture  
Fixed partial denture repair, by report

### **Oral Surgery**

Extraction, erupted tooth or exposed root (elevation and/or forceps removal)  
Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth  
Removal of impacted tooth - soft tissue  
Removal of impacted tooth – partially bony  
Removal of impacted tooth - completely bony  
Removal of impacted tooth - completely bony with unusual surgical complications  
Surgical removal of residual tooth roots (cutting procedure)  
Coronectomy - intentional partial tooth removal

Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth  
 Surgical access of an unerupted tooth  
 Alveoloplasty in conjunction with extractions - per quadrant  
 Alveoloplasty in conjunction with extractions-one to three teeth or tooth spaces, per quadrant  
 Alveoloplasty not in conjunction with extractions - per quadrant  
 Alveoloplasty not in conjunction with extractions-one to three teeth or tooth spaces, per quadrant  
 Removal of exostosis  
 Incision and drainage of abscess - intraoral soft tissue  
 Suture of recent small wounds up to 5 cm  
 Collect-Apply Autologous Product-1 every 36 months  
 Bone replacement graft for ridge preservation-per site  
 Buccal/Labial Frenectomy  
 Lingual Frenectomy  
 Excision of pericoronal gingiva

### **Type C – Major Services**

#### **Major Restorative Services**

Detailed and extensive oral evaluation - problem focused, by report  
 Inlay - metallic – one surface – An alternate benefit will be provided  
 Inlay - metallic – two surfaces – An alternate benefit will be provided  
 Inlay - metallic – three surfaces – An alternate benefit will be provided  
 Onlay - metallic - two surfaces – Limited to 1 per tooth every 60 months  
 Onlay - metallic - three surfaces – Limited to 1 per tooth every 60 months  
 Onlay - metallic - four or more surfaces – Limited to 1 per tooth every 60 months  
 Crown - porcelain/ceramic substrate - Limited to 1 per tooth every 60 months  
 Crown - porcelain fused to high noble metal - Limited to 1 per tooth every 60 months  
 Crown - porcelain fused to predominately base metal – Limited to 1 per tooth every 60 months  
 Crown - porcelain fused to noble metal – Limited to 1 per tooth every 60 months  
 Crown - porcelain fused to titanium and titanium alloys - Limited to 1 per tooth every 60 months  
 Crown - 3/4 cast high noble metal – Limited to 1 per tooth every 60 months  
 Crown - 3/4 cast predominately base metal – Limited to 1 per tooth every 60 months  
 Crown - 3/4 porcelain/ceramic – Limited to 1 per tooth every 60 months  
 Crown - full cast high noble metal– Limited to 1 per tooth every 60 months  
 Crown - full cast predominately base metal – Limited to 1 per tooth every 60 months  
 Crown - full cast noble metal– Limited to 1 per tooth every 60 months  
 Crown – titanium– Limited to 1 per tooth every 60 months  
 Prefabricated porcelain/ceramic crown – permanent tooth - limited to 1 per tooth every 60 months  
 Resin crown - Limited to 1 per tooth every 60 months  
 Core buildup, including any pins– Limited to 1 per tooth every 60 months  
 Post and core-limited to 1 per tooth every 60 months  
 Prefabricated post and core, in addition to crown– Limited to 1 per tooth every 60 months  
 Crown repair, by report  
 Inlay Repair  
 Onlay Repair  
 Veneer Repair  
 Resin infiltration/smooth surface - Limited to 1 in 36 months

#### **Endodontic Services**

Anterior root canal (excluding final restoration)  
 Bicuspid root canal (excluding final restoration)

Molar root canal (excluding final restoration)  
 Retreatment of previous root canal therapy-anterior  
 Retreatment of previous root canal therapy-bicuspid  
 Retreatment of previous root canal therapy-molar  
 Apexification/recalcification – initial visit (apical closure/calcific repair of perforations, root resorption, etc.)  
 Apexification/recalcification – interim medication replacement (apical closure/calcific repair of perforations, root resorption, etc.)  
 Apexification/recalcification - final visit (includes completed root canal therapy, apical closure/calcific repair of perforations, root resorption, etc.)  
 Pulpal regeneration (completion of regenerative treatment in an immature permanent tooth with a necrotic pulp) does not include final restoration  
 Apicoectomy/periradicular surgery - anterior  
 Apicoectomy/periradicular surgery - bicuspid (first root)  
 Apicoectomy/periradicular surgery - molar (first root)  
 Apicoectomy/periradicular surgery (each additional root)  
 Root amputation - per root  
 Surgical repair of root resorption - anterior  
 Surgical repair of root resorption – premolar  
 Surgical repair of root resorption – molar  
 Surg Exp of Root-Anterior  
 Surg Exp of Root-Premolar  
 Surg Exp of Root-Molar  
 Hemisection (including any root removal) - not including root canal therapy  
 Intentional removal of coronal tooth structure for preservation of the root and surrounding bone

#### **Periodontal Services**

Gingivectomy or gingivoplasty – four or more teeth - Limited to 1 every 36 months  
 Gingivectomy or gingivoplasty – one to three teeth - Limited to 1 every 36 months  
 Gingivectomy or gingivoplasty - with restorative procedures, per tooth - Limited to 1 every 36 months  
 Gingival flap procedure, four or more teeth – Limited to 1 every 36 months  
 Gingival flap procedure, including root planning - one to three contiguous teeth or tooth bounded spaces per quadrant – Limited to 1 every 36 months  
 Clinical crown lengthening-hard tissue  
 Osseous surgery (including flap entry and closure), four or more contiguous teeth or bounded teeth spaces per quadrant – Limited to 1 every 36 months  
 Osseous surgery (including flap entry and closure), one to three contiguous teeth or bounded teeth spaces per quadrant – Limited to 1 every 36 months  
 Bone replacement graft - first site in quadrant - Limited to 1 every 36 months  
 Pedicle soft tissue graft procedure  
 Autogenous connective tissue graft procedures (including donor site surgery)  
 Non-Autogenous connective tissue graft - Limited to 1 every 36 months  
 Free soft tissue graft 1<sup>st</sup> tooth  
 Free soft tissue graft-additional teeth  
 Subepithelial tissue graft/each additional contiguous tooth, implant or edentulous tooth position in same graft site  
 Non-autogenous connective tissue graft procedure (including recipient surgical site and donor material)-each additional contiguous tooth, implant or edentulous tooth position in same graft site-Limited to 1 every 36 months  
 Full mouth debridement to enable comprehensive evaluation and diagnosis– Limited to 1 per lifetime

#### **Prosthodontic Services**

Complete denture - maxillary – Limited to 1 every 60 months  
 Complete denture - mandibular – Limited to 1 every 60 months



Immediate denture - maxillary – Limited to 1 every 60 months  
 Immediate denture - mandibular – Limited to 1 every 60 months  
 Maxillary partial denture - resin base (including any conventional clasps, rests and teeth) – Limited to 1 every 60 months  
 Mandibular partial denture - resin base (including any conventional clasps, rests and teeth) – Limited to 1 every 60 months  
 Maxillary partial denture - cast metal framework with resin denture base (including any conventional clasps, rests and teeth)– Limited to 1 every 60 months  
 Mandibular partial denture - cast metal framework with resin denture base (including any conventional clasps, rests and teeth) – Limited to 1 every 60 months  
 Immediate maxillary partial denture-resin base (including any conventional clasps, rests and teeth)-Limited to 1 every 60 months  
 Immediate mandibular partial denture-resin base (including any conventional clasps, rests and teeth)-Limited to 1 every 60 months  
 Immediate maxillary partial denture-cast metal framework with resin denture base (including any conventional clasps, rests and teeth)-Limited to 1 every 60 months  
 Immediate mandibular partial denture-cast metal framework with resin denture base (including any conventional clasps, rests and teeth)-Limited to 1 every 60 months  
 Immediate maxillary partial denture-flexible base (including any clasps, rests and teeth)-Limited to 1 every 60 months  
 Immediate mandibular partial denture-flexible base (including clasps, rests and teeth)-Limited to 1 every 60 months  
 Removable Unilateral Partial denture-one piece cast metal (including clasps and teeth), maxillary-Limited to 1 every 60 months  
 Removable Unilateral partial denture-one piece cast metal (including clasps and teeth), mandibular-Limited to 1 every 60 months  
 Removable unilateral partial denture – one piece flexible base (including clasps and teeth) – per quadrant - Limited to 1 every 60 months  
 Removable unilateral partial denture – one piece resin (including clasps and teeth) – per quadrant - Limited to 1 every 60 months  
 Add metal substructure to acrylic full denture (per arch)-Limit 1 every 60 months.  
 Endosteal Implant - 1 every 60 months  
 Surgical Placement of Interim Implant Body - 1 every 60 months  
 Eposteal Implant – 1 every 60 months  
 Transosteal Implant, Including Hardware – 1 every 60 months  
 Connecting Bar – implant or abutment supported - 1 every 60 months  
 Prefabricated Abutment – 1 every 60 months  
 Custom Abutment - 1 every 60 months  
 Abutment supported porcelain ceramic crown -1 every 60 months  
 Abutment supported porcelain fused to high noble metal - 1 every 60 months  
 Abutment supported porcelain fused to predominately base metal crown - 1 every 60 months  
 Abutment supported porcelain fused to noble metal crown - 1 every 60 months  
 Abutment supported cast high noble metal crown - 1 every 60 months  
 Abutment supported cast predominately base metal crown - 1 every 60 months  
 Abutment supported cast noble metal crown - 1 every 60 months  
 Implant supported porcelain/ceramic crown - 1 every 60 months  
 Implant supported porcelain fused to high metal crown - 1 every 60 months  
 Implant supported metal crown - 1 every 60 months  
 Abutment supported retainer for porcelain/ceramic fixed partial denture - 1 every 60 months  
 Abutment supported retainer for porcelain fused to high noble metal fixed partial denture - 1 every 60 months  
 Abutment supported retainer for porcelain fused to predominately base metal fixed partial denture - 1 every 60 months  
 Abutment supported retainer for porcelain fused to noble metal fixed partial denture - 1 every 60 months

Abutment supported retainer for cast high noble metal fixed partial denture 1 every 60 months  
 Abutment supported retainer for predominately base metal fixed partial denture - 1 every 60 months  
 Abutment supported retainer for cast noble metal fixed partial denture - 1 every 60 months  
 Implant supported retainer for ceramic fixed partial denture - 1 every 60 months  
 Implant supported retainer for porcelain fused to high noble metal fixed partial denture - 1 every 60 months  
 Implant supported retainer for cast metal fixed partial denture - 1 every 60 months  
 Implant Maintenance Procedures -1 every 60 months  
 Scaling and debridement implant-1 every 60 months  
 Implant supported crown – porcelain fused to predominantly base alloys - 1 every 60 months  
 Implant supported crown – porcelain fused to noble alloys - 1 every 60 months  
 Implant supported crown – porcelain fused to titanium and titanium alloys - 1 every 60 months  
 Implant supported crown – predominantly base alloys - 1 every 60 months  
 Implant supported crown – noble alloys - 1 every 60 months  
 Implant supported crown – titanium and titanium alloys - 1 every 60 months  
 Repair Implant Prosthesis -1 every 60 months  
 Replacement of Semi-Precision or Precision Attachment -1 every 60 months  
 Repair Implant Abutment - 1 every 60 months  
 Remove broken implant retaining screw-1 every 12 months  
 Abutment supported crown – porcelain fused to titanium and titanium alloy - 1 every 60 months  
 Implant supported retainer – porcelain fused to predominantly base alloys - 1 every 60 months  
 Implant supported retainer for FPD – porcelain fused to noble alloys - 1 every 60 months  
 Implant Removal - 1 every 60 months  
 Debridement periimplant defect - Limited to 1 every 60 months  
 Debridement and osseous periimplant defect - Limited to 1 every 60 months  
 Bone graft periimplant defect  
 Bone graft implant replacement  
 Implant/abutment supported removable denture for edentulous arch-maxillary- 1 every 60 months  
 Implant/abutment supported removable denture for edentulous arch-mandibular- 1 every 60 months  
 Implant/abutment supported removable denture for partially edentulous arch-maxillary- 1 every 60 months  
 Implant/abutment supported removable denture for partially edentulous arch-mandibular- 1 every 60 months  
 Implant/abutment supported fixed denture for edentulous arch-maxillary- 1 every 60 months  
 Implant/abutment supported fixed denture for edentulous arch-mandibular- 1 every 60 months  
 Implant/abutment supported fixed denture for partially edentulous arch-maxillary- 1 every 60 months  
 Implant/abutment supported fixed denture for partially edentulous arch-mandibular- 1 every 60 months  
 Implant supported retainer – porcelain fused to titanium and titanium alloys - 1 every 60 months  
 Implant supported retainer for metal FPD – predominantly base alloys - 1 every 60 months  
 Implant supported retainer for metal FPD – noble alloys - 1 every 60 months  
 Implant supported retainer for metal FPD – titanium and titanium alloys - 1 every 60 months  
 Implant Index - 1 every 60 months  
 Semi-precision abutment – placement - 1 every 60 months  
 Semi-precision attachment – placement - 1 every 60 months  
 Abutment supported retainer – porcelain fused to titanium and titanium alloys - 1 every 60 months  
 Pontic - cast high noble metal – Limited to 1 every 60 months  
 Pontic - cast predominately base metal – Limited to 1 every 60 months  
 Pontic - cast noble metal– Limited to 1 every 60 months  
 Pontic – titanium – Limited to 1 every 60 months  
 Pontic - porcelain fused to high noble metal – Limited to 1 every 60 months  
 Pontic - porcelain fused to predominately base metal – Limited to 1 every 60 months  
 Pontic - porcelain fused to noble metal – Limited to 1 every 60 months  
 Pontic – porcelain fused to titanium and titanium alloys - 1 every 60 months  
 Pontic - porcelain/ceramic – Limited to 1 every 60 months

Inlay/onlay – porcelain/ceramic – Limited to 1 every 60 months  
 Inlay – metallic – two surfaces – Limited to 1 every 60 months  
 Inlay – metallic – three or more surfaces - Limited to 1 every 60 months  
 Onlay – metallic – three surfaces - 1 every 60 months  
 Onlay – metallic – four or more surfaces -1 every 60 months  
 Retainer - cast metal for resin bonded fixed prosthesis -1 every 60 months  
 Retainer - porcelain/ceramic for resin bonded fixed prosthesis -1 every 60 months  
 Resin retainer-for resin bonded fixed prosthesis - 1 every 60 months  
 Crown - porcelain/ceramic - 1 every 60 months  
 Crown - porcelain fused to high noble metal - 1 every 60 months  
 Crown - porcelain fused to predominately base metal - 1 every 60 months  
 Crown - porcelain fused to noble metal - 1 every 60 months  
 Retainer crown – porcelain fused to titanium and titanium alloys - 1 every 60 months  
 Crown - 3/4 cast high noble metal - 1 every 60 months  
 Crown - 3/4 cast predominately base metal - 1 every 60 months  
 Crown - 3/4 cast noble metal - 1 every 60 months  
 Crown - 3/4 porcelain/ceramic - 1 every 60 months  
 Retainer crown  $\frac{3}{4}$  titanium and titanium alloys - 1 every 60 months  
 Crown - full cast high noble metal - 1 every 60 months  
 Crown - full cast predominately base metal - 1 every 60 months  
 Crown - full cast noble metal - 1 every 60 months  
 Cleaning and inspection of removable complete denture, maxillary-1 every 6 months  
 Cleaning and inspection of removable complete denture, mandibular-1 every 6 months  
 Cleaning and inspection of removable partial denture, maxillary-1 every 6 months  
 Cleaning and inspection of removable partial denture, mandibular-1 every 6 months  
 Repair/reline occlusal guard-1 every 24 months for patients 13 and older  
 Occlusal guard adjustment-1 every 24 months for patients 13 and older  
 Occlusal guard-hard appliance, full arch - 1 in 12 months for patients 13 and older  
 Occlusal guard-soft appliance, full arch - 1 in 12 months for patients 13 and older  
 Occlusal guard-hard appliance, partial arch - 1 in 12 months for patients 13 and older

#### **Type D – Medically Necessary Orthodontic Services**

##### **Orthodontia Services**

Limited orthodontic treatment of the primary dentition  
 Limited orthodontic treatment of the transitional dentition  
 Limited orthodontic treatment of the adolescent dentition  
 Limited orthodontic treatment of the adult dentition  
 Comprehensive orthodontic treatment of the transitional dentition  
 Comprehensive orthodontic treatment of the adolescent dentition  
 Comprehensive orthodontic treatment of the adult dentition  
 Removable appliance therapy  
 Fixed appliance therapy  
 Pre-orthodontic treatment examination to monitor growth and development  
 Periodic orthodontic treatment visit (as part of contract)  
 Orthodontic retention (removal of appliances, construction and placement of retainer(s))

#### **Type D – General Services**

##### **Anesthesia Services**

Deep sedation/general anesthesia-first 15 minutes  
 Deep sedation/general anesthesia - each 15 minute increment

##### **Intravenous Sedation**

Intravenous moderate (conscious) sedation/analgesia-first 15 minutes Intravenous moderate (conscious) sedation/analgesia-each 15 minute increment <b>Medications</b> Therapeutic drug injection, by report Infiltration of a sustained release therapeutic drug-single or multiple sites <b>Post Surgical Services</b> Treatment of complications (post-surgical) unusual circumstances, by report		
Pediatric Vision Care Benefit (to the end of the month in which the Insured Person turns age 19)  Limited to 1 vision examination per Policy Year and 1 pair of prescribed lenses and frames or contact lenses (in lieu of eyeglasses) per Policy Year  Claim forms must be submitted to Us as soon as reasonably possible. Refer to Proof of Loss provision contained in the General Provisions.	100% of Usual and Customary Charge after Deductible for Covered Medical Expenses	
<b>MISCELLANEOUS DENTAL SERVICES</b>		
Accidental Injury Dental Treatment	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Sickness Dental Expense Benefit	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Treatment for Temporomandibular Joint (TMJ) Disorders	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Anesthesia and Facility Charges for Dental Procedures	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
Dental Care for Cancer Patients	80% of the Negotiated Charge after Deductible for Covered Medical Expenses	60% of Usual and Customary Charge after Deductible for Covered Medical Expenses
<b>PRESCRIPTION DRUGS</b>		
<b>Prescription Drugs Retail Pharmacy</b> No cost sharing applies to ACA Preventive Care medications filled at a participating network pharmacy  Your benefit is limited to a 30 day supply. Coverage for more than a 30 day supply only applies if the smallest package size exceeds a 30 day supply. See "Retail Pharmacy Supply Limits" section for more information.		
TIER 1 (Including Enteral Formulas) For each fill up to a 30-day supply filled at a Retail pharmacy	\$15 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered

See the Enteral Formula and Nutritional Supplements section of this Schedule for supplements not purchased at a pharmacy.		
More than a 30-day supply but less than a 61-day supply filled at a Retail pharmacy	\$30 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
More than a 60-day supply filled at a Retail pharmacy	\$45 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
TIER 2 (Including Enteral Formulas) For each fill up to a 30-day supply filled at a Retail pharmacy  See the Enteral Formula and Nutritional Supplements section of this Schedule for supplements not purchased at a pharmacy.	\$45 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
More than a 30-day supply but less than a 61-day supply filled at a Retail pharmacy	\$90 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
More than a 60-day supply filled at a Retail pharmacy	\$135 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
TIER 3 (Including Enteral Formulas) For each fill up to a 30-day supply filled at a Retail Pharmacy  See the Enteral Formula and Nutritional Supplements section of this Schedule for supplements not purchased at a pharmacy.	\$75 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
More than a 30-day supply but less than a 61-day supply filled at a Retail pharmacy	\$150 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered

More than a 60-day supply filled at a Retail pharmacy	\$225 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
<b>Specialty Prescription Drugs</b>		
For each fill up to a 30-day supply	\$75 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
More than a 30-day supply but less than a 61-day supply	\$150 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
More than a 60-day supply	\$225 Copayment then the plan pays 100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
<b>Zero Cost Drugs</b>		
	100% of the Negotiated Charge for Covered Medical Expenses  Deductible Waived	Not Covered
<b>Orally administered anti-cancer Prescription Drugs (including Specialty Drugs)</b>		
Benefit	If the cost share for the Prescription Drug's Tier is greater than the Chemotherapy Benefit or Infusion Therapy Benefit, the cost share will be calculated as follows: Greater of: <ul style="list-style-type: none"><li>• Chemotherapy Benefit; or</li><li>• Infusion Therapy Benefit</li></ul>	
<b>Diabetic Supplies (for prescription supplies purchased at a pharmacy)</b>		
Benefit	Paid the same as any other Retail Pharmacy Prescription Drug Fill except, that the Insured Person's out-of-pocket costs for covered prescription insulin drugs will not exceed \$35 per 30-day supply regardless of the amount or type of insulin that is needed to fill the Insured Person's prescription.	
<b>MANDATED BENEFITS</b>		
Breast Reduction/Varicose Vein Surgery	Same as any other Covered Sickness	
Prostate Cancer Screening	Same as any other Covered Sickness, unless considered a Preventive Service	
Diagnostic Breast Examinations	100% of the Negotiated Charge for Covered Medical Expenses, subject to the benefit limitations  Deductible Waived, if applicable	100% of Usual and Customary Charge for Covered Medical Expenses, subject to the benefit limitations  Deductible Waived if applicable

COVID-19 Screening, Testing, and Immunizations Benefits	100% of the Negotiated Charge for Covered Medical Expenses, subject to the benefit limitations  Deductible Waived, if applicable	100% of Usual and Customary Charge for Covered Medical Expenses, subject to the benefit limitations  Deductible Waived if applicable
Accidental Death and Dismemberment		
Principal Sum	\$10,000	
Loss must occur within 365 days of the date of a covered Accident.		
Only one benefit will be payable under this provision, that providing the largest benefit, when more than one (1) Loss occurs as the result of any one (1) Accident. This benefit is payable in addition to any other benefits payable under this Certificate.		

## SECTION I - ELIGIBILITY

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

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

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

All International Students are required to have a J-1, F-1, or M-1 Visa to be eligible for this insurance plan.

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

If the Insured Student has performed an act that constitutes fraud; or the Insured Student has made an intentional misrepresentation of material fact during their enrollment under this insurance plan in order to obtain coverage for a service, coverage will be terminated. We will provide 30 days prior written notice of termination delivered by Us to the Insured Student, as applicable

### Who is Eligible

**Class**  
**1**

**Description of Class(es)**  
All full-time matriculating students of the Policyholder.

**Class 1:** All students, as determined by the Policyholder, are eligible for coverage under the Policy. Eligible Students are required to have health insurance coverage and will be automatically enrolled in the Student Health Insurance

Plan and the Premium will be added to the student's tuition fees unless proof of comparable coverage is provided by completing the waiver.

### **Who is Not Eligible**

Students taking distance learning, home study, correspondence, or television courses do not fulfill the eligibility requirements that the student attend classes and are not eligible to enroll in the insurance plan

### **Dependent Eligibility**

Dependents are not eligible for coverage under this plan.

## **SECTION II – EFFECTIVE AND TERMINATION DATES**

### **Effective Dates**

The Insured Student's Insurance under this Certificate will become effective on the later of:

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

### **Special Enrollment – Qualifying Life Event**

The Insured Student can also enroll for coverage within 60 days of the loss of coverage in another health plan if coverage was terminated because the Insured Student are no longer eligible for coverage under the other health plan due to:

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

The Insured Student can also enroll 60 days from exhaustion of the Insured Student's COBRA or continuation coverage .

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

In addition, the Insured Student can also enroll for coverage within 60 days of the occurrence of one of the following events:

1. The Insured Student loses eligibility for Medicaid or a state child health plan.
2. The Insured Student becomes eligible for Medicaid or a state child health plan.

We must receive notice and Premium payment within 60 days of the loss of one of these events. The Effective Date of the Insured Person's coverage will depend on the date We receive the Insured Person's completed enrollment information and required Premium.



**Termination Dates**

The Insured Person's insurance will terminate on the earliest of:

1. The date this Certificate terminates; or
2. The end of the term of coverage for which Premium has been paid; or
3. The date the Insured Student ceases to be eligible for the insurance; or
4. The date the Insured Student enters military service; or
5. For International Students, the date the Insured Student ceases to meet Visa requirements; or
6. For International Students, the date the Insured Student departs the Country of Assignment for their Home Country (except for scheduled School breaks)); or
7. On any Premium due date the Policyholder fails to pay the required Premium for the Insured Student except as the result of an inadvertent error and subject to any Grace Period provision.

**Dependent Child Coverage****Newly Born Children**

A newly born child of the Insured Person will be covered from the moment of birth. Such newborn child will be covered for Covered Injury or Covered Sickness for an initial period of 31 days. This includes the necessary care and Treatment of medically diagnosed congenital defects and birth abnormalities from the moment of birth. Dependent coverage is not available under this plan. When this 31-day provision has been exhausted, all Dependent coverage ends. No further benefits will be paid.

**Extension of Benefits**

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

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

**Notice of cancellation**

In the event this Certificate is cancelled for not paying the Premium, We will send You and the Policyholder a notice of cancellation. You have the right to designate another person to receive notice of cancellation if it is due to non-payment of Premium. To designate or change the person You designate to receive the notice You must notify Us in writing. We will send the notice to the last address You provided Us at least 60 Calendar days before cancellation. Within 90 days after cancellation due to nonpayment of Premium, this Certificate may be reinstated if it was cancelled due to an Insured Person's cognitive impairment or functional incapacity. We may require medical evidence to support such incapacity at time of the cancellation.

**Reinstatement Of Reservist After Release From Active Duty**

If the Insured Student's insurance ends due to the Insured Student being called or ordered to active duty, such insurance will be reinstated without any waiting period when the student returns to School and satisfies the eligibility requirements defined by the School.

**Refund of Premium**

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

1. If a student ceases to be eligible for the insurance and coverage is terminated prior to the next Premium due date, a pro rata refund of Premium (less any claims paid) will be made for such person.
2. For any student who withdraws from School during the first 31 days of the period for which he or she is enrolled for a reason other than withdrawal due to Sickness or Injury. Such a student will not be covered under this Certificate and a full refund of the Premium will be made (less any claims paid) when written request is made within 90 days of withdrawal from School.
3. For an Insured Student entering the Armed Forces of any country. Such a student will not be covered under this Certificate as of the date of his/her entry into the service. A pro rata refund of Premium (less any claims paid)

will be made upon written request received by Us within 90 days of withdrawal from School.

4. For an Insured International Student departing School to return to his or her Home Country on a permanent basis. We will refund a pro rata refund of Premium (less any claims paid) when written request and proof from the Policyholder that the student is no longer an eligible person is received by Us within 60 days of such departure.

### SECTION III – DEFINITIONS

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

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

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

**Ambulance** means any conveyance designed and constructed or modified and equipped to be used, maintained, or operated to transport individuals who are sick, wounded, or otherwise incapacitated.

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

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

1. Is equipped and operated to provide medical care and Treatment by a Physician;
2. Does not provide services or accommodations for overnight stays, unless the expected duration of services is less than 24 hours;
3. Has a medical staff that is supervised full-time by a Physician;
4. Has full-time services of a licensed registered Nurse at all times when patients are in the facility;
5. Has at least one operating room and one recovery room and is equipped to support any surgery performed;
6. Has x-ray and laboratory diagnostic facilities;
7. Maintains a medical record for each patient; and
8. Has a written agreement with at least one Hospital for the immediate transfer of patients who develop complications or need Confinement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Deductible** means the dollar amount of Covered Medical Expenses You must incur before benefits are payable under this Certificate. The amount of the Deductible, if any, will be shown in the Schedule of Benefits. Expenses that are not eligible or amounts above any Maximum Benefit do not apply toward the Deductible.

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

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

1. Is primarily and customarily used for medical purposes, is specially equipped with features and functions that are generally not required in the absence of Sickness or Injury and is able to withstand repeated use;
2. Is used exclusively by You;
3. Is not consumable or disposable except as needed for the effective use of covered Durable Medical Equipment;
4. Is suited for use in the home;
5. Can be expected to make a meaningful contribution to treating Your Sickness or Injury; and
6. Is prescribed by a Physician and the device is Medically Necessary for Rehabilitation.

Durable Medical Equipment does not include:

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

**Effective Date** means the date coverage becomes effective.

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

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

**Emergency Medical Condition** means the sudden and, at the time, unexpected onset of a physical or mental health condition, including severe pain, manifesting itself by symptoms of sufficient severity, regardless of the final diagnosis that is given, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe the absence of immediate medical attention to result in any of the following:

1. Placing the physical or mental health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

With respect to a pregnant woman who is having contractions, that there is:

1. Inadequate time to effect a safe transfer of the woman to another Hospital before delivery; or
2. A threat to the health or safety of the woman or unborn child if the woman were to be transferred to another Hospital.

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

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

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

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

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

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

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

**Home Country** means the Insured Student's country of citizenship. If the Insured Student has dual citizenship, the Insured Student's Home Country is the country of the passport the Insured Student used to enter the United States.

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

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

**Home Health Care** means the continued care and Treatment if:

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

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

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

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

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

**Immediate Family Member** means the Insured Student and the Insured Student's Spouse or the parent, child, brother or sister of the Insured Student or Insured Student's Spouse.

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

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

**Insured Person** means an Insured Student while insured under this Certificate.

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

**International Student** means an international student:

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

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

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

**Medically Necessary** or **Medical Necessity** means health care services or products provided to the Insured Person for the purpose of preventing, diagnosing, or treating an illness, Injury, or disease or the symptoms of an illness, Injury, or disease in a manner that is:

1. Consistent with generally accepted standards of medical practice;
2. Clinically appropriate in terms of type, frequency, extent, site and duration;
3. Demonstrated through scientific evidence to be effective in improving health outcomes;
4. Representative of "best practices" in the medical profession; and

5. Not primarily for the convenience of an Insured Person, Physician or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or Treatment of an Insured Person's illness, Injury or disease.

**Mental Health Disorder** means a condition or disorder that substantially limits the life activities of an Insured Person with the disorder. Mental Health Disorders must be listed as a Mental Health Disorder in the most recent version of the International Classification of Disease Manual (ICD) published by the World Health Organization. Mental Health Professionals will include services provided by a licensed psychiatrist, psychologist, clinical professional counselor or clinical social worker as Medically Necessary.

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

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

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

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

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

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

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

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

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

**Physician** means a health care professional including, but not limited to, naturopathic doctors, Pastoral counselors, marriage and family therapists, licensed clinical social workers, certified nurse practitioner, certified midwife, certified nurse midwife, clinical counseling professionals, psychologist, psychiatric nurses, dentist, independent practice dental hygienists, dental hygiene therapist, registered nurse first assistant, and certified registered nurse anesthetists, practicing within the scope of his or her license and is duly licensed by the appropriate state regulatory agency to perform a particular service which is covered under this Certificate, and who is not:

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

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

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

**Qualifying Life Event** means an event that qualifies a student to apply for coverage for him/herself due to a Qualifying Life Event under this Certificate.

**Qualifying Payment Amount** means the median Negotiated Charge for:

1. The same or similar services;
2. Furnished in the same or similar facility;
3. By a provider of the same or similar specialty;
4. In the same or similar geographic area.

**Recognized Amount** means:

- an amount determined by an All-Payer Model Agreement under the Social Security Act, if adopted by Your state;
- if there is no applicable All-Payer Model Agreement, an amount determined by a specified state law; or
- if neither of the above apply, the lesser of:
  - a. the actual amount billed by the provider or facility; or
  - b. the Qualifying Payment Amount.

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

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

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

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

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

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

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

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

**Substance Use Disorder** means any condition or disorder that substantially limits the life activities of an Insured Person with the disorder. Substance Use Disorders must be listed as a Substance Use Disorder in the most recent version of the International Classification of Disease Manual (ICD) published by the World Health Organization.



**Surgeon** means a Physician who actually performs surgical procedures.

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

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

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

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

**Urgent Care Center** is a category of walk-in clinic focused on the delivery of ambulatory care in a dedicated medical facility outside of a traditional emergency department. Urgent Care Centers primarily treat non-life-threatening conditions that require immediate care but are not serious enough to require an emergency department visit.

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

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

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

Special terms used

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

Service or Supply	Reasonable Amount Rate
Professional services and Inpatient and outpatient charges of Hospitals	The lesser of: 1. The billed charge for the services; or 2. An amount determined using current publicly-available data which is usual and customary when compared with the charges made for a) similar services and supplies and b) to persons having similar medical conditions in the geographic area where service is rendered; or

	<p>3. An amount based on information provided by a third-party vendor, which may reflect 1 or more of the following factors: 1) the complexity or severity of Treatment; 2) level of skill and experience required for the Treatment; or 3) comparable providers' fees and costs to deliver care; or</p> <p>4. In the case of Emergency Services from an Out-of-Network Provider or facility, and certain non-emergency Treatment by an Out-of-Network Provider at an In-Network Hospital or Ambulatory Surgical Center, the Recognized Amount.</p>
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#### Our reimbursement policies

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

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

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

Our reimbursement policies are based on Our review of:

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

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

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

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

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

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

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

### Schedule of Benefits

The following are shown in the Schedule of Benefits:

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

### How the Deductible Works

#### Medical Deductible

The Medical Deductible amount (if any) is shown in the Schedule of Benefits.

This dollar amount is what the Insured Person has to incur in Covered Medical Expenses before benefits are payable under this Certificate. This amount will apply on an individual basis. The Medical Deductible applies to all Covered Medical Expenses, unless specifically noted. Any expenses that the Insured Person incurs that are not Covered Medical Expenses are not applied toward the Insured Person's Medical Deductible.

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

#### Individual

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

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

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

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

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

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

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

The Out-of-Pocket Maximum is the maximum amount of Covered Medical Expenses the Insured Person will incur for Copayments, Coinsurance, and Deductibles during the Policy Year. This plan has an individual Out-of-Pocket

Maximum.

### **Individual**

Once the amount of the Copayments, Coinsurance, and Deductibles the Insured Student have incurred for Covered Medical Expenses during the Policy Year meets the:

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

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

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

### **Essential Health Benefits**

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

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

If:

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

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

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

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

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

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

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

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

### **Preferred Provider Organization**

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

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

Note, however, that We will pay at the In-Network level for Treatment by an Out-of-Network Provider, and will

calculate Your cost sharing amount at the In-Network Provider level, and Your cost share will be applied to Your In-Network Deductible and Out-of-Pocket Maximum if:

1. there is no In-Network Provider in the Preferred Provider service area available to provide a Preventive Service or treat You for a specific Covered Injury or Covered Sickness; or
2. You have an Emergency Medical Condition and receive Emergency Services from an Out-of-Network Provider or facility. The most the Out-of-Network Provider or facility may bill You is the In-Network cost sharing amount (such as Deductibles, Copayments and Coinsurance). You can't be balance billed for these Emergency Services. This includes services You may get after You're in stable condition, unless the Out-of-Network Provider or facility determines that You can travel using non-medical or non-emergency transportation, the Out-of-Network Provider satisfies the consent and notice requirements, and You are in a condition to receive notice of, and to consent to, Out-of-Network Treatment; or
3. You receive non-Emergency Services from an In-Network Hospital or Ambulatory Surgical Center, but certain providers there may be Out-of-Network Providers. In these cases, the most those Out-of-Network Providers may bill You is the In-Network cost sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, Assistant Surgeon, hospitalist, or intensivist services. These Out-of-Network Providers can't balance bill You and may not ask You to give up Your protections not to be balance billed.

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

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

### **Continuity of Care**

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

### **Surprise Bill**

A surprise bill is a bill for covered medical services rendered by an Out-of-Network Provider at a Preferred Provider facility during:

- A service or procedure performed by an In-Network Provider.
- During a service or procedure previously approved or authorized by Us and the Insured Person did not knowingly elect to obtain such services from the Out-of-Network Provider.

A Surprise bill does not include a bill for Covered Medical Expenses received by an Insured Person when an In-Network Provider was available to render such services and the Insured Person knowingly elected to obtain the services from another provider who was Out- of-Network.

With respect to a Surprise Bill:

- An Insured Person will only be required to pay the applicable Coinsurance, Copayment, Deductible or other out-of-pocket expense that would be imposed for Covered Medical Expenses if services were rendered by an In-Network Provider.
- We must reimburse the Out-of-Network Provider or Insured Person, as applicable, for Covered Medical Expenses rendered at the In-Network Provider rate under the Insured Person's plan as payment in full unless We and the provider agree otherwise.

If Covered Medical Expenses were rendered to an Insured Person by an Out-of-Network Provider and We failed to inform the Insured Person, if the Insured Person was required to be informed, of the network status of the provider, We may not impose a Coinsurance, Copayment, Deductible or other out-of-pocket expense that is greater than the Coinsurance, Copayment, Deductible or other out-of-pocket expense that would be imposed if services were rendered by an In-Network Provider.

### **Pre-Certification Process**

The Schedule of Benefits identifies covered medical services which must be Pre-Certified by Us. Notifying Us before these covered medical services are received, allows Us to determine Medical Necessity and medical appropriateness.

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

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

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

1. All Inpatient admissions, including length of stay, to a Hospital, Skilled Nursing Facility, a facility established primarily for the Treatment of a Substance Use Disorder, or a residential Treatment facility;
2. All Inpatient maternity care after the initial 48/96 hours;
3. Home Health Care;
4. Durable Medical Equipment over \$500 per item;
5. Surgery;
6. Transplant Services;
7. Diagnostic testing/radiology;
8. Chemotherapy/radiation;
9. Infusions/injectables;

10. Botox Injections;
11. Orthognathic Surgery;
12. Genetic Testing, except for BRCA;
13. Orthotics/prosthetics;
14. Non-emergency air Ambulance (fixed wing) expenses.

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

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

**Initial Determinations:** The Insured Person's and their Physician will be notified of Our decision as follows:

1. Requests by a provider for prior authorization of a nonemergency service must be answered by Us within 72 hours or 2 business days, whichever is less. If We do not grant or deny a request for prior authorization within these timeframes, the request is granted.
2. Both the provider and the Insured Person, on whose behalf the authorization was requested, will be notified of Our decision by telephone and/or in writing.
3. If the information submitted is insufficient to make a decision, We will notify the provider within 2 business days of the additional information necessary to render a decision.

**Urgent Care:**

1. We will make a determination (whether adverse or not), and notify the Insured Person no later than 24 hours after receiving all necessary information. We must notify the Insured Person, the Insured Person's designee if applicable, and the provider of Our coverage decision.
2. We shall make a good faith effort to obtain all necessary information expeditiously and will be responsible for expeditious retrieval of necessary information.

**Concurrent review determinations:**

1. We will make a determination within 1 working day after obtaining all necessary information.
2. For a Certification of Extended stay or additional services: We shall notify the Insured Person and the provider rendering the service within 1 working day. Written notification shall include the number of extended days or next review date, the new total number of days or services approved, and the date of admission or initiation of services.
3. For an Adverse Benefit Determination of concurrent We shall notify the Insured Person and the provider rendering the service within 1 working day. The provider shall continue the service without liability to the Insured Person until the Insured Person has been notified of the determination.

Notice of an Adverse Determination made by Our agent will be in writing and will include:

1. the principal reason or reasons for the decision;
2. reference to the specific plan provisions on which the decision is based;
3. information sufficient to identify the claim involved (including the date of service, the health care provider, and the claim amount if applicable), and a statement that the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning, will be provided upon request;
4. a description of any additional material or information necessary for the Insured Person to perfect the claim and an explanation as to why such material or information is necessary;
5. the instructions and time limits for initiating an appeal or reconsideration of the decision;
6. if the adverse health care treatment decision is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, applying the terms of the plan to the claimant's medical circumstances, or a statement that such an explanation will be provided free of charge upon request;
7. if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse health

care treatment decision, either the specific rule, guideline, protocol, or other similar criterion; or a statement referring to the rule, guideline, protocol, or other similar criterion that was relied upon in making the adverse decision and explaining that a copy will be provided free of charge to the Insured Person upon request;

8. a phone number the Insured Person may call for information on and assistance with initiating an appeal or reconsideration and/or requesting clinical rationale and review criteria;
9. a description of the expedited review process applicable to claims involving Urgent Care;
10. the availability of any applicable office of health insurance consumer assistance or ombudsman established under the federal Affordable Care Act;
11. notice of the right to file a complaint with the Bureau of Insurance after exhausting any appeals under a carrier's internal review process. In addition, an explanation of benefits (EOB) must comply with the requirements of 24-A M.R.S.A. §4303(13) and any rules adopted pursuant thereto; and
12. any other information required pursuant to the federal Affordable Care Act.

**Language and culture.** All notices to applicants, enrollees and policyholders or certificate holders subject to the requirements of the federal Affordable Care Act must be provided in a culturally and linguistically appropriate manner consistent with the requirements of the federal Affordable Care Act. Please consult phone number listed on Your ID card for assistance.

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

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

### **Covered Medical Expenses**

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

#### **Preventive Services**

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

1. Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF).
2. Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention.
3. With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).
4. With respect to women, such additional preventive care and screenings not described in paragraph (1) as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
5. Outpatient/office contraceptive services are covered, provided that the services are related to the use of FDA approved contraceptives. Examples of covered contraceptive services are: office visits, consultations, examinations and services related to the use of federal legend oral contraception or IUD insertion, diaphragm fitting, vasectomy or contraceptive injections. Please note that prescription and nonprescription contraceptive drugs and devices (such as oral contraceptives, IUDs, diaphragms, and contraceptive injections) are covered under the Prescription Drug Benefit. See Prescription Drugs for information on those services and devices.

A list of Preventive Services can be found at: [Preventive health services | HealthCare.gov](https://www.hhs.gov/preventive-health-services)

If the covered Preventive Service is provided during a Physician's Office Visit and it is billed separately from the office visit, You may be responsible for any Deductible, Coinsurance and/or Copayment applicable to the Physician's Office Visit only. If the Physician's Office Visit and the covered Preventive Service are billed together and the primary



purpose of the visit was not the Preventive Service, You may be responsible for any Deductible, Coinsurance and/or Copayment applicable to the Physician's Office Visit, including the covered Preventive Service.

**Important Notes:**

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

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

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

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

### **Inpatient Services**

1. **Hospital Care** - Covered Medical Expenses include the following:
  - Room and Board Expenses, including general nursing care. Benefits may not exceed the daily semi-private room rate unless intensive care unit is required.
  - Intensive Care Unit, including 24-hour nursing care.
  - Hospital Miscellaneous Expenses, while Hospital Confined or as a precondition for being Hospital Confined. Benefits will be paid for services and supplies such as:
    - a. The cost for use of an operating room;
    - b. Prescribed medicines (excluding take-home drugs);
    - c. Laboratory tests;
    - d. Therapeutic services;
    - e. X-ray examinations;
    - f. Casts and temporary surgical appliances;
    - g. Oxygen, oxygen tent; and
    - h. Blood and blood plasma.
2. **Preadmission Testing** for routine tests performed as a preliminary to Your being admitted to a Hospital. These tests must be performed within 5 working days prior to admission. This benefit is limited to routine tests such as complete blood count, urinalysis, and chest x-rays. Unless otherwise payable under this Certificate, We will pay for major diagnostic procedures under the Hospital Miscellaneous Expenses benefit. This includes tests such as CAT scans, cardiac catheterization, MRI's, NMR's, and blood chemistries.
3. **Physician's Visits while Confined**. Physician's visits will be paid for either inpatient or outpatient visits when incurred on the same day, but not both. Surgeon's fees are not payable under this benefit.

4. **Skilled Nursing Facility Benefit** for services received in a licensed Skilled Nursing Facility. Services must be Medically Necessary. Confinement for Custodial Care or residential care is not covered.
5. **Inpatient Rehabilitation Facility Expense Benefit** for the services, supplies and Treatments rendered to You in an Inpatient Rehabilitation Facility. You must enter an Inpatient Rehabilitation Facility:
  - a. After being discharged from a Hospital Confinement for a Covered Sickness or Coverage Injury; and
  - b. The services, supplies and Treatments rendered at the Inpatient Rehabilitation Facility must be related to the same Covered Sickness or Covered Injury.

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

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

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

1. **Inpatient and Outpatient Mental Health Disorder Benefit** for Treatment of Mental Health Disorders as specified on the Schedule of Benefits. This includes:

**Autism Spectrum Disorders Benefit** for an Insured Person as follows:

Assessments, evaluations or tests by a licensed Physician or psychologist to diagnose whether an individual has an Autism Spectrum Disorder;

- (1) Treatment of Autism Spectrum Disorders when determined by a licensed Physician or psychologist that the Treatment is Medically Necessary health care; a licensed Physician or psychologist may be required to demonstrate ongoing Medical Necessity for coverage provided at least annually;
- (2) We will cover prescription drugs for the Treatment of Autism Spectrum Disorders in the same manner as coverage for prescription drugs for Treatment of any other illness or condition; and

Treatment of Autism Spectrum Disorders includes the following types of care prescribed, provided or ordered for an Insured Person diagnosed with an Autism Spectrum Disorder:

- (1) Habilitative or Rehabilitative services, including Applied Behavior Analysis or other professional or counseling services necessary to develop, maintain and restore the functioning of an Insured Person to the extent possible. To be eligible for coverage, Applied Behavior Analysis must be provided by a person professionally certified by a national board of behavior analysts or performed under the supervision of a person professionally certified by a national board of behavior analysts;
- (2) Counseling services provided by a licensed psychiatrist, psychologist, clinical professional counselor or clinical social worker; and
- (3) Therapy services provided by a licensed or certified speech therapist, occupational therapist or physical therapist.

As used in this benefit:

**Applied Behavior Analysis** means the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.

**Autism Spectrum Disorders** means any of the pervasive developmental disorders as defined by the Diagnostic and Statistical Manual of Mental Disorders, 4<sup>th</sup> edition, published by the American Psychiatric Association, including autistic disorder, Asperger's disorder and pervasive developmental disorder not otherwise specified.

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

## **Professional and Outpatient Services**

### ***SURGICAL EXPENSES***

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

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

- a. **Through the Same Incision.** If covered multiple surgical procedures are performed through the same incision, We will pay for the procedure with the highest allowed amount and 50% of the amount We would otherwise pay under this Certificate for the secondary procedures, except for secondary procedures that, according to nationally-recognized coding rules, are exempt from multiple surgical procedure reductions. We will not pay anything for a secondary procedure that is billed with a primary procedure when that secondary procedure is incidental to the primary procedure.
- b. **Through Different Incisions.** If covered multiple surgical procedures are performed during the same operative session but through different incisions, We will pay:
  - For the procedure with the highest allowed amount; and
  - 50% of the amount We would otherwise pay for the other procedures.
2. **Outpatient Surgical Facility and Miscellaneous** expenses benefit. Benefits will be paid for services and supplies, including:
  - a. Operating room;
  - b. Therapeutic services;
  - c. Oxygen, oxygen tent; and
  - d. Blood and blood plasma.
3. **Abortion Expense** for the expense of an elective, non-therapeutic, abortion.
4. **Bariatric Surgery** when it is Medically Necessary. This benefit requires prior approval.
5. **Organ Transplant Surgery**  
**Recipient Surgery** for Medically Necessary, non-Experimental and non-Investigative solid organ, bone marrow, stem-cell or tissue transplants. We will provide benefits for the Hospital and other Covered Medical Expenses when You are the recipient of an Organ Transplant.

**Donor's Surgery** for Medically Necessary transplant services required by the Insured Person who serves as an

organ donor only if the recipient is also an Insured Person. We will not cover the transplant services of a non-Insured Person acting as a donor for an Insured Person if the non-Insured Person's expenses will be covered under another health plan or program.

**Travel Expenses** when the facility performing the Medically Necessary transplant is located more than 200 miles from Your residence, coverage will be provided for lodging, meals and transportation expenses (coach class only) subject to the maximum benefits shown on the Schedule of Benefits.

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

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

6. **Human Leukocyte Antigen Testing** for laboratory fees arising from human leukocyte antigen testing performed to establish bone marrow transplantation subject to the limits shown on the Schedule of Benefits.
7. **Reconstructive Surgery** covers all stages of reconstruction of the breast on which a mastectomy has been performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and Treatment of physical complications for all stages of mastectomy, including lymphedemas. This benefit also covers cosmetic surgery specifically and solely for: Reconstruction due to bodily Injury, infection or other disease of the involved part.

#### **OTHER PROFESSIONAL SERVICES**

1. **Gender Affirming Treatment** for Medically Necessary expenses incurred for services and supplies provided in connection with gender affirming Treatment when You have been diagnosed with gender identity disorder or gender dysphoria. Covered Medical Expenses include the following:
  - a. Counseling by qualified mental health professional;
  - b. Hormone therapy, including monitoring of such therapy;
  - c. Gender affirming surgery and procedures.
2. **Home Health Care Expenses** for Your Home Health Care when, otherwise, hospitalization or Confinement in a Skilled Nursing Facility would have been necessary. This does not include Private Duty Nursing. This does not include benefits for services or charges for custodial, domiciliary or convalescent care.
3. **Hospice Care Coverage** when, as the result of a Covered Injury or Covered Sickness, You require Hospice Care, We will pay the Covered Medical Expenses incurred for such care. You must have been diagnosed with a terminal illness by a licensed Physician. You must have elected to receive palliative rather than curative care. Any required documentation will be no greater than that required for the same services under Medicare.

## OFFICE VISITS

1. **Physician's Office Visits.** Physician's Visits include second surgical opinions, specialists, and consultant services. Benefits will be paid for either outpatient or inpatient visits on the same day, but not both. Surgeon fees are NOT payable under this benefit.
2. **Telemedicine or Telehealth Services** for health care delivery, diagnosis, consultation, or Treatment provided to You by a Physician or a contracted provider subject to the plan cost share shown on the Schedule of Benefits.
3. **Acupuncture Services** that are Medically Necessary and provided by a Physician licensed to perform such services.
4. **Allergy Testing and Treatment, including injections.** This includes tests that You need such as PRIST, RAST, and scratch tests. Also, includes Treatment of anaphylaxis and angioedema, severe chronic sinusitis not responsive to medications and asthma not responding to usual Treatments. This also includes the administration of allergy therapy, injections, allergy serum, and supplies used for allergy therapy.
5. **Chiropractic Care Benefit** for Treatment of a Covered Injury or Covered Sickness and performed by a Physician (including chiropractor, allopathic, or osteopathic doctor) for therapeutic, adjustive and manipulative services.
6. **Tuberculosis (TB) screening, Titers, QuantiFERON B tests including shots** (other than covered under Preventive Services) when required by the School for high risk Insured Persons.

## Emergency Services, Ambulance and Non-Emergency Services

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

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

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

### In case of a medical emergency:

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

2. **Urgent Care Centers (non-life-threatening conditions)** for services provided at an Urgent Care Center, as shown in the Schedule of Benefits. In the case of a life-threatening condition, You should go to the nearest emergency

room.

3. **Emergency Ambulance Service**, with respect to an Emergency Medical Condition, for ground transportation to a Hospital by a licensed Ambulance. Transportation from a facility to Your home is not covered.

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

- Professional ground Ambulance transportation is not available;
- Your condition is unstable, and requires medical supervision and rapid transport;
- You are travelling from one Hospital to another; and
- The first Hospital cannot provide the Emergency Services You need; and
- The two (2) conditions above are met.

4. **Non-Emergency Ambulance Expenses** for Medically Necessary transportation by a licensed Ambulance, whether by ground or air Ambulance (fixed wing) (as appropriate), when the transportation is:

- From an Out-of-Network Hospital to an In-Network Hospital;
- To a Hospital that provides a higher level of care that was not available at the original Hospital;
- To a more cost-effective acute care Hospital/facility; or
- From an acute care Hospital/facility to a sub-acute setting.

Transportation from a facility to Your home is not covered.

### **Diagnostic Laboratory, Testing and Imaging Services**

1. **Diagnostic Imaging Services** for diagnostic X-ray services when prescribed by a Physician.
2. **CT Scan, MRI and/or PET Scans** for diagnostic services when prescribed by a Physician.
3. **Laboratory Procedures (Outpatient)** for laboratory procedures when prescribed by a Physician.
4. **Chemotherapy and Radiation Therapy** for chemotherapy, oral chemotherapy drugs, and radiation therapy to treat or control a serious illness.
5. **Infusion Therapy** for the administration of antibiotic, nutrients, or other therapeutic agents by direct infusion.

### **Rehabilitation and Habilitation Therapies**

1. **Cardiac Rehabilitation.** Benefits are available for Outpatient cardiac Rehabilitation programs. Covered Medical Expenses are: exercise and education under the direct supervision of skilled program personnel in the intensive Rehabilitation phase of the program.

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

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

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

### **Other Services and Supplies**

1. **Covered Clinical Trials** Benefits will be paid for Routine Patient Care Costs for items and services furnished in connection with participation in an Approved Clinical Trial if:
  - a. The Insured Person has a life-threatening illness for which no standard Treatment is effective;
  - b. The Insured Person is eligible to participate according to the clinical trial protocol with respect to Treatment of such illness;
  - c. The Insured Person's participation in the trial offers meaningful potential for significant clinical benefit; and
  - d. The Insured Person's referring Physician has concluded that participation in such a trial would be appropriate based upon the satisfaction of the conditions in paragraphs a, b and c.

As used in this benefit:

**Approved Clinical Trial** means a clinical research study or clinical investigation approved and funded by the federal Department of Health and Human Services, National Institutes of Health or a cooperative group or center of the National Institutes of Health.

**Routine Patient Care Costs** means coverage for reasonable and Medically Necessary services needed to administer the drug or device under evaluation in the clinical trial. Routine Patient Care Costs include all items and services that are otherwise generally available to a qualified individual that are provided in the clinical trial except:

- a. The investigational item or service itself;
  - b. Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and
  - c. Items and services customarily provided by the research sponsors free of charge for any Insured Person in the trial.
2. **Diabetic Services and Supplies (including equipment and training)** includes coverage for the cost associated with equipment, supplies, and self-management training and education for the Treatment of all types of diabetes mellitus when prescribed by a Physician.

Benefits include, but are not limited to, the following services and supplies:

- Insulin preparations
- Foot care to minimize the risk of infection
- Injection aids for the blind
- Diabetic test agents
- Prescribed oral medications whose primary purpose is to control blood sugar
- Injectable glucagon
- Glucagon emergency kits
- Control solutions used in blood glucose monitors
- Diabetes data management systems for management of blood glucose
- Cartridges for the visually impaired
- Disposable insulin cartridges and pen cartridges
- Insulin pumps and equipment for the use of the pump including batteries
- Insulin infusion devices
- Oral agents for treating hypoglycemia such as glucose tablets and gels

- Glucagon for injection to increase blood glucose concentration
- Other diabetes equipment and related supplies that are Medically Necessary for the Treatment of diabetes

#### *Equipment*

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

#### *Training*

- Self-management training
- Patient management materials that provide essential diabetes self-management information

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

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

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

3. **Dialysis Treatment** of an acute or chronic kidney ailment, provided in an Outpatient facility of a Hospital, a free-standing renal Dialysis facility or in Your home. Covered Medical Expenses for home Treatment will include equipment, training and medical supplies. Private Duty Nursing is not covered.
4. **Durable Medical Equipment** for the rental or purchase of Durable Medical Equipment, including, but not limited to, Hospital beds, wheelchairs, walkers, braces that stabilize an injured body part and braces to treat curvature of the spine. We will pay the lesser of either the rental or purchase charges, but not both. Such equipment must be prescribed by a Physician and a copy of the written prescription must accompany the claim. Durable Medical Equipment must:
  - a. Be primarily and customarily used to serve a medical, rehabilitative purpose;
  - b. Be able to withstand repeated use; and
  - c. Generally, not be useful to a person in the absence of Injury or Sickness.
5. **Enteral Formulas and Nutritional Supplements** Covered Medical Expenses prescribed by a Physician used to treat malabsorption of food caused by:
  - Crohn’s Disease
  - Ulcerative colitis
  - Gastroesophageal reflux
  - Gastrointestinal motility;
  - Chronic intestinal pseudo-obstruction
  - Phenylketonuria
  - Eosinophilic gastrointestinal disorders
  - Inherited diseases of amino acids and organic acids
  - Multiple severe food allergies
  - Branched-chain ketonuria,
  - Galactosemia
  - Homocystinuria

Covered benefits also include food products modified to be low in protein for inherited diseases of amino acids



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

We will pay benefits for Medically Necessary amino acid-based elemental infant formula for a Dependent child two years of age and under when a Physician has diagnosed and through medical evaluation has documented one of the following conditions:

- a. Symptomatic allergic colitis or proctitis.
- b. Laboratory or biopsy-proven allergic or eosinophilic gastroenteritis.
- c. A history of anaphylaxis.
- d. Gastroesophageal reflux disease that is nonresponsive to standard medical therapies.
- e. Severe vomiting or diarrhea resulting in clinically significant dehydration requiring treatment by a medical provider.
- f. Cystic fibrosis.
- g. Malabsorption of cow milk-based or soy milk-based infant formula.

The Physician shall submit documentation that the amino acid-based elemental infant formula is a Medical Necessity, and that the amino acid-based elemental infant formula is the predominant source of nutritional intake at a rate of 50% or greater and that other commercial infant formulas, including cow milk-based and soy milk-based formulas have been tried and have failed or are contraindicated. A Physician may be required to confirm and document ongoing Medical Necessity at least annually.

Benefits will be paid without regard to the method of delivery of the formula.

6. **Hearing Aids** Covered Medical Expenses include prescribed hearing aids and hearing aid devices as described below. Subject to the limits shown in the Schedule of Benefits.

Hearing aid means:

- Any wearable, non-disposable instrument or device designed to aid impaired human hearing
- Parts, attachments, or accessories

Hearing aid services are:

- Audiometric hearing exam and evaluation for a hearing aid prescription performed by:
  - A physician certified as an otolaryngologist or otologist
  - An audiologist who is legally qualified in audiology, or holds a certificate of Clinical Competence in Audiology from the American Speech and Hearing Association in the absence of any licensing requirements; and who performs the exam at the written direction of a legally qualified otolaryngologist or otologist
- Electronic hearing aids, installed in accordance with a prescription written during a covered hearing exam
- Any other related services necessary to access, select and adjust or fit a hearing aid.

The following are not covered under this benefit:

- Batteries or cords
- Replacement parts or repairs to a hearing aid
- Other assistive listening devices, including frequency modulation systems.

7. **Infertility Treatment/Standard Fertility Preservation Services** Coverage is provided for Medically Necessary expenses incurred for the diagnosis of and Treatment for infertility; fertility Treatment, or fertility Treatment that is otherwise Medically Necessary for an Insured Person but performed on another person for the benefit of the Insured Person; and for standard fertility preservation services.

Covered Medical Expenses for Infertility include:

- Evaluations,
- Laboratory assessments,
- Medications, and
- Treatments associated with the procurement of donor eggs, sperm, and embryos.

Coverage is provided for fertility preservation services when an Insured Person is expected to undergo surgery, radiation, chemotherapy, or other medical Treatment that is recognized by medical professionals to cause a risk of impairment of fertility. Coverage under this benefit includes standard fertility preservation services, including the procurement and cryopreservation of embryos, eggs, sperm, and reproductive material determined not to be an experimental infertility procedure. Storage shall be covered from the time of cryopreservation for duration of the Policy Term.

Limitations on coverage shall be based on clinical guidelines developed by the American Society for Reproductive Medicine or the American Society of Clinical Oncology, the American College of Obstetrics and Gynecology, American Society or the Society for Assisted Reproductive Technology and the Insured Person's medical history.

8. **Maternity Benefit** for maternity charges as follows:

a. **Routine prenatal care**

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

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

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

- c. **Inpatient Physician charges or Surgeon charges** will be covered the same as for any other Covered Sickness for both mother and newborn child.

d. **Physician-directed Follow-up Care** including:

1. Physician assessment of the mother and newborn;
2. Parent education;
3. Assistance and training in breast or bottle feeding;
4. Assessment of the home support system;
5. Performance of any prescribed clinical tests; and
6. Any other services that are consistent with the follow-up care recommended in the protocols and guidelines developed by national organizations that represent pediatric obstetrical and nursing professionals.

This benefit will apply to services provided in a medical setting or through Home Health Care visits. Any Home Health Care visit must be provided by an individual knowledgeable and experienced in maternity and newborn care. All Home Health Care visits that are made necessary by early discharge from the Hospital

must be performed within 72 hours after discharge. When a mother or a newborn receives at least the number of hours of inpatient care shown in item “b”, the Home Health Care visit benefit will apply to follow-up care that is determined to be necessary by the health care professionals responsible for discharging the mother or newborn.

- e. **Outpatient Physician’s visits** will be covered the same as for any other Covered Sickness.
  - f. **Pasteurized Donated Human Breast Milk:** We will pay benefits for Medically Necessary expenses incurred for pasteurized donated human breast milk provided to an infant eligible for coverage under this Certificate, if a Physician, licensed Physician assistant, or licensed advanced practice registered nurse signs an order that the infant is medically or physically unable to receive maternal breast milk or participate in breastfeeding or the infant's parent is medically or physically unable to produce maternal breast milk in quantities sufficient for the infant
- 9. **Prosthetic and Orthotic Devices** to replace all or part of a body organ, or replace all or part of the function of a permanently inoperative, absent, or malfunctioning body part when Medically Necessary and prescribed by a Physician.
  - 10. **Prosthetic Devices (Arm and Leg)** includes external devices that replace a missing arm or leg when Medically Necessary and prescribed by a Physician. This includes coverage of a prosthetic device for an Insured Person under age 18 for recreational purposes to maximize the ability to ambulate, run, bike and swim to maximize upper limb function.
  - 11. **Sports Accident Expense Benefit** for an Insured Student as the result of covered sports Accident while at play or practice of intercollegiate or club sports as shown in the Schedule of Benefits.
  - 12. **Non-emergency Care While Traveling Outside of the United States** for Medically Necessary Treatment when You are traveling outside of the United States.
  - 13. **Medical Evacuation Expense** The maximum benefit for Medical Evacuation, if any, is shown in the Schedule of Benefits.

If You are unable to continue Your academic program as the result of a Covered Injury or Covered Sickness that occurs while You are covered under this Certificate, We will pay the necessary Actual Charges for evacuation to another medical facility or Your Home Country. Benefits will not exceed the specified benefit shown in the Schedule of Benefits.

Payment of this benefit is subject to the following conditions:

- a. You must have been in a Hospital due to a Covered Injury or Covered Sickness for a Confinement of 5 or more consecutive days immediately prior to medical evacuation;
- b. Prior to the medical evacuation occurring, the attending Physician must have recommended, and We must have approved, the medical evacuation;
- c. We must approve the expenses incurred prior to the medical evacuation occurring, if applicable;
- d. No benefits are payable for expenses after the date Your insurance terminates. However, if on the date of termination, You are in the Hospital, this benefit continues in force until the earlier of the date the Confinement ends or 31 days after the date of termination;
- e. Evacuation to Your Home Country terminates any further insurance coverage under this Certificate for You; and
- f. Transportation must be by the most direct and economical route.

#### 14. Repatriation Expense

The maximum benefit for Repatriation, if any, is shown in the Schedule of Benefits.

If You die while You are traveling 100 or more miles from Your place of residence and/or outside Your Home Country, We will pay a benefit. The benefit will be the necessary charges for preparation, including cremation, and transportation of the remains to Your place of residence or Home Country. Benefits will not exceed the specified benefit shown in the Schedule of Benefits.

### Pediatric Dental and Vision Benefits

1. **Pediatric Dental Care Benefit** for dental care services for Insured Persons (to the end of the month in which the Insured Person turns age 19). Please refer to the Schedule of Benefits section of this Certificate for cost sharing requirements.
2. **Pediatric Vision Care Benefit** for Insured Persons (to the end of the month in which the Insured Person turns age 19).

We will provide benefits for:

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

### Miscellaneous Dental Services

1. **Accidental Injury Dental Treatment** as the result of Injury to Sound, Natural Teeth. Routine dental care and Treatment are not payable under this benefit. Damage to teeth due to chewing or biting is not deemed an accidental Injury and is not covered.
2. **Sickness Dental Expense Benefit** when, by reason of Sickness, You require Treatment for impacted wisdom teeth or dental abscesses, We will pay the Covered Medical Expenses incurred for the Treatment.
3. **Treatment for Temporomandibular Joint (TMJ) Disorders** for Treatment provided for temporomandibular (joint connecting the lower jaw to the temporal bone at the side of the head) and craniomandibular (head and neck muscle) disorders.
4. **Anesthesia and Facility Charges for Dental Procedures** for general anesthesia and facility charges for dental procedures rendered in a Hospital when the clinical status or underlying medical condition of the Insured Person required dental procedures that ordinarily would not require general anesthesia to be rendered in a Hospital. This benefit is payable only for the following:
  - Insured Persons, including infants, exhibiting physical, intellectual or medically compromising conditions for which dental Treatment under local anesthesia, with or without additional adjunctive techniques and modalities, cannot be expected to provide a successful result and for which dental Treatment under general anesthesia can be expected to produce a superior result;
  - Insured Persons demonstrating dental Treatment needs for which local anesthesia is ineffective because of acute infection, anatomic variation or allergy;
  - Extremely uncooperative, fearful, anxious or uncommunicative children or adolescents with dental needs or such magnitude that Treatment should not be postponed or deferred and for whom lack of Treatment can be expected to result in dental or oral pain or infection, Loss of teeth or other increased oral or dental morbidity; and
  - Insured Persons who have sustained extensive oral-facial or dental trauma for which Treatment under local anesthesia would be ineffective or compromised.

This benefit does NOT include the cost of the actual dental procedures or dentist's fees. If an Insured Person is also eligible for coverage for general anesthesia and associated facility charges under a dental insurance policy or contract, the contract providing such care will be the primary payer responsible for those charges. We will be considered the secondary payer of such expenses.

5. **Dental Care for Cancer Patients.** Benefits will be paid for Medically Necessary dental procedures, laboratory assessments, medications and Treatment for an Insured Person who has been diagnosed with cancer.

Covered Medical Expenses includes:

- Fluoride treatment and dental procedures to reduce the risk of infection or eliminate infection or to treat tooth loss or decay prior to beginning cancer Treatment, including chemotherapy, biological therapy or radiation therapy treatment; and
- Dental procedures to reduce the risk of infection or eliminate infection or to treat tooth loss or decay that are the direct or indirect result of cancer Treatment, including chemotherapy, biological therapy or radiation therapy treatment.

### Prescription Drugs

1. **Prescription Drugs** are medications filled in an outpatient pharmacy for which a Physician's written prescription is required. This benefit is limited to medication necessary for the Treatment of the Covered Injury or Covered Sickness for which a claim is made. Some outpatient Prescription Drugs are subject to pre-certification. These prescription requirements help Your prescriber and pharmacists check that Your outpatient Prescription Drug is clinically appropriate using evidence-based criteria. Prior authorization is not required for medication-assisted Treatment for opioid use disorder for the prescription of at least one drug for each therapeutic class of medication used in medication-assisted Treatment. For a pregnant Insured Person, there will be no prior authorization requirements for any drug product prescribed for medication-assisted Treatment.
- a. **Off-Label Drug Treatments** – When Prescription Drugs are provided as a benefit under this Certificate, they will include a drug that is prescribed for a use that is different from the use for which that drug has been approved for marketing by the Federal Food and Drug Administration (FDA), provided that all of the following conditions have been met:
1. The drug is approved by the FDA;
  2. The drug is prescribed for the Treatment of a life-threatening condition, including cancer, HIV or AIDS;
  3. The drug has been recognized for Treatment of that condition by a nationally recognized drug database or two separate articles in major peer reviewed medical journals/clinical practice guidelines (cancer indications will only require evidence from ONE article or clinical practice guideline).

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

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

- a. Disease or conditions where the likelihood of death is high unless the course of the disease is interrupted; or
  - b. Disease or conditions with a potentially fatal outcome and where the end point of clinical intervention is survival.
- b. **Dispense as Written (DAW)** – If a prescriber prescribes a covered Brand-Name Prescription Drug where a Generic Prescription Drug equivalent is available and specifies: "Dispense as Written" (DAW), You will pay the cost sharing for the Brand-Name Prescription Drug. If a prescriber does not specify DAW and You request a covered Brand-Name Prescription Drug where a Generic Prescription Drug equivalent is available,

You will be responsible for the cost difference between the Brand-Name Prescription Drug and the Generic Prescription Drug equivalent, and the cost sharing that applies to Brand-Name Prescription Drugs. This DAW penalty does not apply to Your Out-of-Pocket Maximum.

- c. **Investigational Drugs and Medical Devices** – The Prescription Drug benefit includes a drug or device that is Investigational if the intended use of the drug or device is included in the labeling authorized by the FDA or if the use of the drug or device is recognized in one of the standard reference compendia or in peer-reviewed medical literature.
- d. **Specialty Prescription Drugs** are limited to no more than a 30 day supply. However, if the Specialty Prescription Drug dispensed is the smallest package size available and exceeds a 30 day supply, You are responsible for the cost sharing defined for the day supply as shown in the Schedule of Benefits.  
Specialty Drugs – are Prescription Drugs which:
  - 1. Are used in the management of chronic, orphan, or rare diseases;
  - 2. Require specialized storage, distribution, and/or handling;
  - 3. Have frequent dosing adjustments and clinical monitoring to decrease potential for drug toxicity and improve clinical outcomes;
  - 4. Involve additional patient education, adherence, and/or support;
  - 5. May include generic or biosimilar products; and/or
  - 6. May have limited or exclusive drug distribution restrictions.

Specialty Prescription Drugs are identified in the Formulary posted on Our website at [www.wellfleetstudent.com](http://www.wellfleetstudent.com).

- e. **Self-Administered Prescription Drugs** – Certain self-administered Prescription Drugs are only covered under the Prescription Drug benefit and are excluded from the medical benefits. Self-administered Prescription Drugs will not be covered when dispensed through a Physician's office or outpatient Hospital, except in emergency situations. While Insured Persons may self-administer these medications, they can still obtain these medications at the pharmacy and have them administered at an office visit. Coverage exceptions may be granted if self-administered Prescription Drugs are required as part of a hospitalization or emergency room visit. The list of self-administered Prescription Drugs only covered under the Prescription Drug benefit and excluded from the medical benefit can be found here: [www.wellfleetstudent.com](http://www.wellfleetstudent.com).
- f. **Retail Pharmacy Supply Limits** –We will pay for no more than a 30 day supply of a Prescription Drug purchased at a retail pharmacy. You are responsible for 1 cost sharing amount for up to a 30 day supply. However, if the Prescription Drug dispensed is the smallest package size available and exceeds a 30 day supply, You are responsible for the cost sharing defined for the day supply as shown in the Schedule of Benefits.
- g. **Step Therapy** – When medications for the Treatment of any medical condition are restricted for use by a step therapy or fail-first protocol, the prescribing practitioner shall have access to a clear and convenient process to request an override of the restriction from Us. An override of that restriction will be granted by Us upon completion of the review if all necessary information to perform the override review has been provided, under the following documented circumstances:
  - 1. The prescribing practitioner can demonstrate, based on sound clinical evidence, that the preferred Treatment required under step therapy or fail-first protocol has been ineffective in the Treatment of Your disease or medical condition; or
  - 2. Based on sound clinical evidence or medical and scientific evidence:
    - a. The prescribing practitioner can demonstrate that the preferred Treatment required under the step therapy or fail-first protocol is expected or likely to be ineffective based on the known relevant

- physical or mental characteristics of the Insured Person and known characteristics of the drug regimen; or
- b. The prescribing practitioner can demonstrate that the preferred Treatment required under the step therapy or fail-first protocol will cause or will likely cause an adverse reaction or other physical harm to You.
- h. **Quantity Limits** – Some Outpatient Prescription Drugs are subject to quantity limits. The quantity limits help the prescriber and pharmacist check that the Outpatient Prescription Drug is used correctly and safely. We rely on medical guidelines, FDA-approved recommendations and other criteria developed by Us to set these quantity limits.
- i. **Tier Status** – The tier status of a Prescription Drug may change periodically. These changes may occur without prior notice to You. However, if You have a prescription for a drug that is being moved to a higher tier (other than a Brand-Name Prescription Drug that becomes available as a Generic Prescription Drug) We will notify You. When such changes occur, Your out-of-pocket expense may change. You may access the most up to date tier status on Our website at [www.wellfleetstudent.com](http://www.wellfleetstudent.com) or by calling the number on Your ID card.
- j. **Compounded Prescription Drugs** will be covered only when they contain at least 1 ingredient that is a covered legend Prescription Drug, do not contain bulk chemicals, and are obtained from a pharmacy that is approved for compounding. Compounded Prescription Drugs may require Your Provider to obtain Preauthorization. Compounded Prescription Drugs will be covered as the tier associated with the highest tier ingredient.
- k. **Formulary Exception Process** – If a Prescription Drug is not on Our Formulary, You, Your Authorized Representative or Your prescribing Physician may request a Formulary exception for clinically appropriate Prescription Drug in writing, electronically or telephonically. If coverage is denied under Our standard or expedited Formulary exception process, the Insured Person is entitled to an external appeal as outlined in the External Appeal section of this Certificate. Refer to the Formulary posted on Our website at [www.wellfleetstudent.com](http://www.wellfleetstudent.com) or call the number on Your ID card to find out more about this process.

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

**Expedited Review of Formulary Exception** – If You are suffering from a health condition that may seriously jeopardize Your health, life or ability to regain maximum function or if You are undergoing a current course of Treatment using a Non-Formulary Prescription Drug, You may request an expedited review of a Formulary exception. These requests should include a statement from Your prescribing Physician that harm could reasonably come to You if the requested drug is not provided within the timeframes for Our standard Formulary exception process. We will make a decision and notify You or Your Authorized Representative and the prescribing Physician no later than 24 hours after Our receipt of Your request. If We approve the request, We will cover the Prescription Drug. This approval authorization requires renewal at least every 12 months. Refer to the Formulary posted on Our website at [www.wellfleetstudent.com](http://www.wellfleetstudent.com) or call the number on Your ID card to find out more about this non-Formulary drug exception process.

- l. **Tobacco cessation prescription and over-the-counter drugs** – Tobacco cessation Prescription Drugs and OTC drugs will be covered for two 90-day treatment regimens only. Any additional prescription drug and OTC drug treatment regimens will be subject to the cost sharing as shown in the Schedule of Benefits. For details on the current list of tobacco cessation Prescription Drugs and OTC drugs covered with no cost

sharing during the two 90-day treatment regimens allowed, refer to the Formulary posted on Our website [www.wellfleetstudent.com](http://www.wellfleetstudent.com) or call the toll-free number on Your ID card.

- m. **Zero Cost Drugs** – In addition to ACA Preventive Care medications, certain Prescription Drugs are covered at no cost to You. These zero cost drugs can be identified in the Formulary posted on Our website at [www.wellfleetstudent.com](http://www.wellfleetstudent.com).
- n. **Preventive contraceptives** - Your Outpatient Prescription Drug benefits cover certain Prescription drugs and devices that the U.S. Food and Drug Administration (FDA) has approved to prevent pregnancy when prescribed by a Physician and the prescription is submitted to the pharmacist for processing. Your outpatient Prescription Drug benefits also cover related services and supplies needed to administer covered devices. At least 1 form of contraception in each of the methods identified by the FDA is included. You can access the list of contraceptive prescription drugs by referring to the Formulary posted on Our website at [www.wellfleetstudent.com](http://www.wellfleetstudent.com) or calling the toll-free number on Your ID card.

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

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

You can identify covered diabetic supplies by referring to the Formulary posted on Our website at [www.wellfleetstudent.com](http://www.wellfleetstudent.com) or by calling the toll-free number on Your ID card. Refer to the Diabetic Services and Supplies (including equipment and training) provision for diabetic services and supplies covered under the Diabetic Services and Supplies (including equipment and training) benefit.

- q. **Preventive Care Drugs and Supplements**- Covered Medical Expenses include preventive care drugs and supplements (including over the counter drug and supplements as required by the Affordable Care Act (ACA) guidelines when prescribed by a Physician and the prescription is submitted to the pharmacist for processing.
- r. **Continuity of Prescription Drugs:** If an Insured Person has been undergoing a course of Treatment with a Prescription Drug by prior authorization of the Insured Person's previous carrier, We will honor the prior authorization for that Prescription Drug and provide coverage in the same manner as the previous carrier until We have been able to conduct a review of the prior authorization for that Prescription Drug with the Insured Person's prescribing provider. We reserve the right to request a review with the Insured Person's provider. We will honor the prior carrier's authorization for a period not to exceed 6 months if the Insured Person's provider participates in the review and requests the prior authorization be continued. We are not required to provide benefits for conditions or services not otherwise covered under this Certificate as shown



in the Schedule of Benefits.

- s. **Early Refill of Prescription Eye Drops:** We may cover a prescription refilled early by a pharmacy for liquid eye drops. This is because You may have difficulty with wastage that You cannot avoid. If You have a valid prescription, We will refill the prescription when 70% of the initial days' supply is remaining.
- t. **Medication Synchronization:** We may cover a prescription filled by a pharmacy early one time. This way the pharmacy can synchronize Your chronic medications. If You take multiple medications, We can help make sure You follow the prescribed course of Treatment by dispensing them all at the same time and at the same pharmacy. We will do this if Your prescriber or pharmacist decides filling or refilling the prescription that way is in Your best interest and You request less than a 30-day supply.
- u. **Abuse-Deterrent Opioid Analgesic Drugs:** Abuse-deterrent opioid analgesic drug products are brand or generic opioid analgesic drug products approved by the FDA with abuse-deterrent labeling claims that indicate the drug product is expected to result in a meaningful reduction in abuse. We shall cover abuse-deterrent opioid analgesic drug products no less favorably than opioid analgesic drug products that are not abuse-deterrent.
- v. **Prescription Drug Coverage During a State of Emergency:** We will cover a Prescription Drug filled by a pharmacy in a quantity sufficient for an extended period up to a 180-day supply during a statewide emergency declared by the Governor in accordance with Title 37-B, section 742.
- w. **Coverage of Prescription Drugs to treat serious mental illness:** Pre-Certification will not be denied for a Prescription Drug that is prescribed to assess or treat a serious mental illness. Prescription Drugs to treat a serious mental illness will not require Step Therapy.
- x. **HIV Prevention Drug:** At least one FDA-approved HIV prevention drug for each method of administration will be available with no member cost share.

### **Mandated Benefits for Maine**

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

- 1. **Breast Reduction/Varicose Vein Surgery** for breast reduction surgery and symptomatic varicose vein surgery determined to be Medically Necessary. We cover such charges the same way We treat any other Covered Sickness as shown in the Schedule of Benefits.
- 2. **Prostate Cancer Screening** for an examination for prostate cancer for men who are fifty (50) years of age or older until the age of seventy-two (72), at least once per year, if prescribed by a Physician.
- 3. **Diagnostic Breast Examination:** We will pay benefits for Medically Necessary expenses incurred for diagnostic mammography, magnetic resonance imaging, ultrasound or supplemental breast examination used to evaluate an abnormality seen or suspected by an imaging test or other means.
- 4. **COVID-19 Screening, Testing, and Immunizations Benefits** (including all associated costs for administration), except when such screening and testing is part of a surveillance testing program. Surveillance testing program means a structured program of asymptomatic testing at a community or population level to understand the incidence or prevalence of COVID-19 in a group. Surveillance testing program does not include a program of testing that occurs less often than once per month per individual.

## SECTION V - ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

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

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

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

## SECTION VI - EXCLUSIONS AND LIMITATIONS

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

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

### General Exclusions

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

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

#### **Activities Related**

- Braces and appliances used as protective devices during a student's participation in sports. Replacement braces and appliances are not covered.
- Loss resulting from playing, practicing, traveling to or from, or participating in, or conditioning for, any professional sport.
- Loss resulting from playing, practicing, traveling to or from, or participating in, or conditioning for, any Intercollegiate or club sports for which benefits are paid under another Sports Accident policy issued to the Policyholder; or for which coverage is provided by the National Collegiate Athletic Association (NCAA), National Association of Intercollegiate Athletic (NAIA) or any other sports association in excess of \$1,000.00 per Intercollegiate or club sports Accident.
- Racing or speed contests, skin diving or sky diving, mountaineering (where ropes or guides are customarily used), ultra-light aircraft, parasailing, sail planing, hang gliding, bungee jumping, travel in or on ATV's (all terrain or similar type vehicles).

#### **Weight Management/Reduction**

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

**Family Planning**

- Infertility Treatment (male or female)-this includes but is not limited to:
  - Procreative counseling;
  - Premarital examinations;
  - Genetic counseling and genetic testing;
  - Impotence, organic or otherwise;
  - Costs for an ovum donor or donor sperm;
  - Ovulation predictor kits;
  - Reversal of tubal ligations;
  - Reversal of vasectomies;
  - Costs for and relating to surrogate motherhood (maternity services are covered for Insured Persons acting as surrogate mothers);
  - Cloning; or
  - Medical and surgical procedures that are Experimental or Investigative, unless Our denial is overturned by an External Appeal Agent.

**Vision**

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

**Dental**

- Treatment to the teeth, including orthodontic braces and orthodontic appliances, unless otherwise covered under the Pediatric Dental Care Benefit.
- Services and treatment resulting from Your failure to comply with professionally prescribed treatment;
- Any charges for failure to keep a scheduled appointment;
- Any service charges for personalization or characterization of prosthetic dental appliances;
- Office infection control charges;
- Duplicate, provisional and temporary devices, appliances, and services;
- Plaque control programs, oral hygiene instruction, and dietary instructions;
- Services to alter vertical dimension and/or restore or maintain the occlusion. Such procedures include, but are not limited to, equilibration, periodontal splinting, full mouth rehabilitation, and restoration for misalignment of teeth;
- Gold foil restorations;
- Charges by the provider for completing dental forms;
- Adjustment of a denture or bridgework which is made within 6 months after installation by the same Dentist who installed it;
- Use of material or home health aids to prevent decay, such as toothpaste, fluoride gels, dental floss and teeth whiteners;
- Sealants for teeth other than permanent molars;
- Precision attachments, personalization, precious metal bases and other specialized techniques;
- Replacement of dentures that have been lost, stolen or misplaced;
- Medically Necessary orthodontic services provided to a Insured Person who has not met any applicable waiting period requirement.
- Repair of damaged orthodontic appliances;
- Replacement of lost or missing appliances;
- Fabrication of athletic mouth guard;
- Internal bleaching;
- Nitrous oxide;

- Oral sedation;
- Topical medicament center
- Bone grafts when done in connection with extractions, apicoectomies or non-covered/non eligible implants.
- Treatment and periodically adjusted;
- Removable appliance therapy; and
- Orthodontic retention (removal of appliances, construction and placement of retainers).

### **Hearing**

- Charges for hearing exams, hearing screening, or cochlear implants except as specifically provided in the Certificate.

### **Cosmetic**

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

### **Prescription Drugs**

- Any drug or medicine which does not, by federal or state law, require a prescription order, i.e., over-the-counter drugs, even if a prescription is written, except as specifically provided under Preventive Services or in the Prescription Drug Benefit section of this Certificate. Insulin and OTC preventive medications required under ACA are exempt from this exclusion;
- Drugs with over-the-counter equivalents except as specifically provided under Preventive Services;
- Allergy sera and extracts administered via injection;
- Vitamins, and minerals, except as specifically provided under Preventive Services;
- Food supplements, dietary supplements; except as specifically provided in the Certificate;
- Cosmetic drugs or medicines including, but not limited to, products that improve the appearance of wrinkles or other skin blemishes;
- Refills in excess of the number specified or dispensed after 1 year of date of the prescription;
- Drugs labeled, "Caution – limited by federal law to Investigational use" or Experimental Drugs;
- Any drug or medicine purchased after coverage under the Certificate terminates;
- Any drug or medicine consumed or administered at the place where it is dispensed;
- If the FDA determines that the drug is: contraindicated for the Treatment of the condition for which the drug was prescribed; or Experimental for any reason;
- Prescription digital therapeutics;
- Bulk chemicals;
- Non-insulin syringes, surgical supplies, Durable Medical Equipment/medical devices, except as specifically provided in the Prescription Drug Benefit section of the Certificate;
- Repackaged products;
- Blood components except factors;
- Any drug or medicine for the purpose of weight control;
- Sexual enhancements drugs;
- Vision correction products.

### **Third Party Refund:**

When:

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

We are entitled to a refund by You of all Certificate benefits paid as a result of the Injury minus the apportioned cost for:

1. Legal defenses: Questions of liability and comparative negligence or other legal defenses;
2. Exigencies of trial: Exigencies of trial that reduce a settlement or award in order to resolve the claim; and
3. Limits of coverage: Limits on the amount of applicable insurance coverage that reduce the claim to an amount recoverable by the insured.

In the event of a dispute as to the application of any such provision or the amount available for payment to those claiming payment for services or reimbursement, the dispute shall be determined if the action is pending, before the court in which it is pending; or if no action is pending, by filing an action in any court for determination of the dispute.

### **Coordination Of Benefits**

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

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

### **DEFINITIONS**

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

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

2. This plan means, in a COB provision, the part of the Certificate providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the Certificate providing health care benefits is separate from this plan. A Certificate may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

3. The order of benefit determination rules determine whether This plan is a Primary plan or Secondary plan when the person has health care coverage under more than 1 Plan.

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

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

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

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

#### **ORDER OF BENEFIT DETERMINATION RULES**

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

- A. The Primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.
- B. (1) Except as provided in Paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying

plan is primary.

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

C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

D. Each Plan determines its order of benefits using the first of the following rules that apply:

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

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

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



dependent child's coverage under either or both parents' plans, the order of benefits shall be determined by applying the birthday rule in subparagraph (a) to the dependent child's parent(s) and the dependent's spouse.

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

#### **EFFECT ON THE BENEFITS OF THIS PLAN**

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

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

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

#### **FACILITY OF PAYMENT**

A payment made under another Plan may include an amount that should have been paid under This plan. If it does, Our Agent or We may pay that amount to the organization that made that payment. That amount will then be

treated as though it were a benefit paid under This plan. Our Agent or We will not have to pay that amount again. The term payment made includes providing benefits in the form of services, in which case payment made means the reasonable cash value of the benefits provided in the form of services.

## **RIGHT OF RECOVERY**

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

## **SECTION VII - GENERAL PROVISIONS**

### **Entire Contract Changes**

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

### **Time Limit on Certain Defenses**

No claim for loss incurred or disability, as defined in the Certificate, commencing after 3 years from the date of issue of this Certificate shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this Certificate.

### **Statements**

All statements contained in any application for insurance shall be deemed representations and not warranties.

### **Notice of Claim**

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

### **Claim Forms**

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

### **Proof of Loss**

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

### **Time of Payment**

Indemnities payable under this Certificate will be paid immediately upon receipt of due proof of such Loss but no later than 30 days.

### **Payment of Claims**

Benefits will be paid to You. Loss of life benefits, if any, will be payable in accordance with the beneficiary

designation in effect at the time of payment. If no such designation or provision is then effective, the benefits will be payable to Your estate. Any other accrued indemnities unpaid at the time of Your death may, at Our option, be paid either to such beneficiary or to such estate.

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

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

### **Assignment**

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

### **Physical Examination and Autopsy**

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

### **Legal Actions**

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

### **Conformity with State Statutes**

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

### **Grace Period**

A Policy Grace Period of 31 days will be granted for payment of required Premiums due after the first Premium, unless:

1. We do not intend to renew the Policy beyond the period for which Premium has been accepted; and
2. Written notice of Our intention not to renew is delivered to the Policyholder at least 31 days before the Premium is due.

The Policy will be in force during the Policy Grace Period. If the required Premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid Premium for the time the Policy was in force.

### **Premium Rate Changes**

We will not change the Premium rate more than once in a 12-month period. Such notice will either be delivered or mailed to the last known address on file with Us. A copy of such notice may also be sent to the Policyholder's agent, if any, at his or her last address on file with Us. The rate change will become effective on the date stated in the notice or the next Premium due date following the 60th day after We mail or deliver the notice, whichever is later. We will not increase Premium rates more frequently than annually, unless one of the events described

below occurs.

We may change the Premium rate during a Policy Term if any one of the following occurs:

1. the terms of the Policy change;
2. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects Our benefit obligations under the Policy;
3. the number of Insured Persons or persons eligible for coverage increases or decreases by more than 10% since the later of the Policy Effective Date and the date of the last renewal of the Policy;
4. coverage is reinstated following failure to pay Premium during the Grace Period;
5. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of eligible persons Insured Persons;
6. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of Premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above, subject to required notification. A pro rata adjustment will apply from the date of the change to the end of any period for which Premium has been paid.

#### **SECTION VIII - ADDITIONAL PROVISIONS**

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

#### **SECTION IX – APPEALS PROCEDURE**

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

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

For purposes of this Section, the following definitions apply:

**Adverse Benefit Determination** means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in a plan, and including, a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate.

**Appeal or Internal Appeal:** Review by a plan or issuer of an Adverse Benefit Determination.

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

**Complaint:** An inquiry to Wellfleet Insurance Company about covered services, an Insured Person's rights or other issues or the communication of dissatisfaction about the quality of service or benefit or other issue which is not an Adverse Benefit Determination.

**Clinical peer:** A Physician or other licensed health care practitioner who holds a nonrestricted license in a state of the United States, is board certified in the same or similar specialty as typically manages the medical condition, procedure or treatment under review and whose compensation does not depend, directly or indirectly, upon the quantity, type, or cost of the medical condition, procedure or treatment that the Physician or other licensed health care practitioner approves or denies on Our behalf.

**Grievance:** A request submitted by an enrollee or an Authorized Representative.

**Expedited (Urgent Care) Appeal:** An appeal that must be reviewed under an expedited process because the application of non-expedited appeal time frames could seriously jeopardize an Insured Person's life or health or their ability to regain maximum function. In determining whether an appeal involves urgent care, Wellfleet Insurance Company must apply the judgment of a prudent layperson that possesses an average knowledge of health and medicine. An Expedited Appeal is also an appeal involving (a) care that the treating Physician deems urgent in nature; (b) the treating Physician determines that a delay in the care would subject the Insured Person to severe pain that could not adequately be managed without the care or Treatment that is being requested; or (c) the Insured Person is a cancer patient and the delay would subject the Insured Person to pain. Such appeal may be made by phone, fax or other available similarly quick method. An Expedited Appeal is not available for services already incurred.

**Independent External Review:** If the Insured Person receives a final adverse decision of an appeal, the Insured Person or the Insured Person's authorized representative who may include the treating Provider may appeal the adverse decision to the Bureau of Insurance for an Independent External Review.

**Independent Review Organization:** An entity that conducts independent external reviews of adverse determinations and final adverse determinations.

**Post-service Appeal:** An appeal for which an Adverse Benefit Determination has been rendered for a service that has already been provided.

**Reconsideration:** A review of a not Medically Necessary adverse decision, by either an independent Physician advisor, or a peer of the treating Provider who is licensed in the Provider's same or similar specialty. The Insured Person, a Provider, or an Insured Person's authorized representative may request reconsideration. Reconsiderations are a voluntary and optional step in Wellfleet Insurance Company's appeal process. An Insured Person is not required to go through the Reconsideration process before filing an appeal.

## **Complaint Resolution**

### **1. Administrative Complaints**

Complaints due to the denial of services or payment of a claim must be reported no later than twelve (12) months from the date of service. Most complaints can be resolved by calling, or writing to, Our customer service department. The phone number and address are on the Insured Person's ID card.

If an informal review does not resolve the reported complaint, the Insured Person will be notified of their right to appeal.

### **2. Quality of Care or Service Complaint**

Quality of care complaints will be forwarded to the unit responsible for such investigations immediately upon receipt by customer service. We will send the Insured Person a written acknowledgment within fifteen (15) working days of receipt of the complaint. All quality of care complaints will be investigated and corrective action taken where problems and/or deficiencies are verified

### **3. If We cannot provide the Insured Person with a satisfactory solution to their complaint, the Insured Person may file a standard or urgent (if applicable) appeal for internal review by contacting Us at the address or phone number on the back of the Insured Person's ID card or write to or call the Department of Insurance.**

### **4. If We deny a claim as "not Medically Necessary" and cannot provide the Insured Person with a satisfactory solution to their complaint, the Insured Person may request an Independent External Review by calling State of Maine Bureau of Insurance for assistance at any time at 1-800-300-5000 or TTY 1-888-577-6690, visiting the website at [www.maine.gov/insurance](http://www.maine.gov/insurance), or writing to Consumer Health Care Division, Maine Bureau of Insurance, 34 State House Station, Augusta, Maine 04333-0034**

## **Internal Appeal Review Process**

### **FIRST LEVEL APPEAL PROCESS:**

#### **Standard Appeals**

The Insured Person, an authorized person, or a Provider, with the Insured Person's consent, may submit a written appeal to Us if coverage is denied, reduced or terminated. Appeals must be received within one hundred eighty (180) days of the date the Insured Person receives written notification of the denial. If it was not reasonably possible to submit this written appeal within in the time required, We may not reduce or deny the claim for this reason if the proof is filed as soon as reasonable possible.

Appeals should be sent to:  
Wellfleet Insurance Company  
Attention: Appeals Unit  
Wellfleet Group, LLC  
P.O. Box 15369  
Springfield, MA 01115-5369

The receipt of the grievance or appeal will be acknowledged in writing within three (3) days. The appeals staff will review all of the information. A decision will be made within thirty (30) calendar days of receipt for a Pre-Service Claim Appeal and within thirty (30) calendar days of receipt for a Post-Service Claim Appeal. This time period may

be extended for up to an additional sixty (60) calendar days if additional information is needed. The Insured Person will be notified in writing of the Appeals Department's decision.

A Post-Service Claims Appeal is an appeal of a decision to deny or reduce Benefits for claim that has already been incurred.

### **Urgent Appeals**

The Insured Person, an authorized person or a Provider, with the Insured Person's consent, may request an Urgent Appeal. This request may be verbal or written. A decision will be made by phone within forty-eight (48) hours after receipt of all necessary information for an Urgent Appeal. A written notice of the decision will also be provided to the Insured Person within one (1) working day.

An Urgent Appeal is an appeal for which the medical condition, in the absence of immediate medical attention, may result in serious impairment to bodily functions, serious dysfunction of any bodily organ or part, severe pain that cannot be managed adequately, or places in serious jeopardy the health of an individual, and with respect to a pregnant woman, includes her unborn child.

For urgent health situations, the Insured Person may ask for an external review request at the same time as their internal appeal request. This decision will be made within one (1) working day after receipt of all necessary information and We will notify the Insured Person. The service will continue without liability to the Insured Person until the Insured Person has been notified.

The types of denials that can go to external review are:

1. Any denial that involves medical judgment (such as Medically Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit) where the Insured Person or their Provider may disagree with the health insurance plan.
2. Any denial that involves a determination that a Treatment is Experimental or Investigational.

### **SECOND LEVEL APPEAL PROCESS:**

A second level grievance review is available to Insured Persons dissatisfied with the first level grievance review. An Insured Person or an Insured Person's Provider acting on the Insured Person's behalf may submit a second level grievance. Within three (3) days of receipt of a request for a second level review, the Insured Person will be provided with the following information:

1. Name, address and phone number of the grievance review coordinator;
2. Statement of the Insured Person's rights, including the right to:
  - a. Request and receive from Us all information relevant to the case;
  - b. Present his case to the review panel;
  - c. Submit supporting material prior to and at the review meeting;
  - d. Ask questions of any member of the panel;
  - e. Be assisted or represented by a person of the Insured Person's choosing, including an Immediate Family Member, authorized representative or attorney; and
  - f. Obtain his medical file and information relevant to the appeal free of charge upon request.

The second level grievance review meeting will be held within forty-five (45) days of receipt of the second level review request, and the Insured Person will receive at least fifteen (15) days notice of the meeting date. The Insured Person may attend the second level review if desired. If an attorney will be present to present Our case, the Insured Person will be notified at least fifteen (15) days in advance of the meeting date, and advised that the Insured Person has the right to obtain legal representation. Our written decision to the Insured Person and Provider (if applicable) shall be issued within five (5) business days after the review meeting, or thirty (30) calendar days if the Insured Person does not request to attend the review, and will contain:

1. The professional qualifications and licensure of the members of the review panel;

2. A statement of the review panel's understanding of the nature of the grievance and all pertinent facts;
3. The review panel's recommendation to Us and the basis behind that recommendation;
4. A description of or reference to the evidence or documents considered by the review panel in making the recommendation;
5. In the review of a clinical matter, a written statement of the clinical basis, including the clinical review criteria, that was used by the review panel to make the recommendation; and
6. Notice of the availability of the Commissioner's office for assistance, including the phone number and address of the Commissioner's office.

You have the right to waive a second level appeal and request an external review after the first level appeal process.

### **EMERGENCY SERVICES**

1. We shall cover medical emergencies necessary to screen and stabilize an Insured Person and will not require prior authorization of such services.
2. If We authorize Emergency Services, We will not subsequently retract Our authorization after the Emergency Services have been provided or reduce payment for an item or service furnished in reliance on approval, unless the approval was based on fraudulent or materially incorrect information.

### **External Review Process**

Under certain circumstances, the Insured Person has a right to an external appeal of a denial of coverage. Specifically, if We denied coverage on the basis that the service does not meet the plan's requirements for Medical Necessity (including appropriateness, health care setting, level of care, or effectiveness of a covered benefit) or is an Experimental or Investigational Treatment (including clinical trials and Treatments for rare diseases), the Insured Person or their representative may appeal that decision to an external appeal agent, an independent entity certified by the State to conduct such appeals. The Insured Person has a right to an external appeal if We failed to make a decision on an internal grievance within the time period required or otherwise failed to adhere to all the requirements applicable to the appeal pursuant to state and federal law.

The Insured Person, an authorized person or a Provider, with the Insured Person's consent, may request the external review within twelve (12) months after the receipt of the notice of adverse determination or final internal adverse benefit determination. You may request an external review from the State of Maine Bureau of Insurance by calling 1-800-300-5000 or TTY 1-888-577-6690, visiting the website at [www.maine.gov/insurance](http://www.maine.gov/insurance), or writing to Consumer Health Care Division, Maine Bureau of Insurance, 34 State House Station, Augusta, Maine 04333-0034. The Maine Bureau of Insurance will provide the Insured Person with all necessary paperwork.

There is no charge to the Insured Person for the external review.

An external review decision must be made in accordance with the following requirements.

1. The Independent Review Organization (IRO) must give consideration to the appropriateness of the requested covered service based on the following:
  - a. All relevant clinical information relating to the Insured Person's physical and mental condition, including any competing clinical information;
  - b. Any concerns expressed by the Insured Person concerning their health status; and
  - c. All relevant clinical standards and guidelines, including, but not limited to, those standards and guidelines relied upon by Us.
2. An external review decision must be issued in writing and must be based on the evidence presented by Us and the Insured Person or their authorized representative. An Insured Person may submit and obtain evidence relating to the adverse health care Treatment decision under review, attend the external review, ask questions of any representative of Wellfleet Insurance Company present at the review and use outside



assistance during the review process at the Insured Person's own expense.

3. Except for Expedited External review, the external review decision must be made by the IRO within thirty (30) days of receipt of a completed request for external review from the bureau.
4. Expedited External review decisions must be made as expeditiously as an Insured Person's medical condition requires but in no event more than forty-eight (48) hours after receipt of a completed request.
5. The Company shall provide auxiliary telecommunications devices or qualified interpreter services by a person proficient in American Sign Language when requested by an Insured Person who is deaf or hard of-hearing or printed materials in an accessible format, including Braille, large-print materials, computer diskette, audio cassette or a reader when requested by an Insured Person who is visually impaired.
6. An external review decision is binding on Us. An Insured Person or their authorized representative may not file a request for a subsequent external review involving the same adverse health care Treatment decision for which the Insured Person has already received an external review decision. However, an external review decision made under this provision is not considered final agency action.

## **HIPAA Notice of Privacy Practices**

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

#### **PLEASE REVIEW IT CAREFULLY**

Effective: August 01, 2019

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

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

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

#### **Our Responsibilities**

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

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

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

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

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

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

## YOUR HEALTH INFORMATION

### How We Acquire Your Information

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

### How We use Your Health Information

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

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

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

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

#### Additionally:

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

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

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

### Authorizations

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

### YOUR RIGHTS

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

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

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

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

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

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

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

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

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

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

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

### **CONTACT**

For all inquiries, requests and complaints, please contact:

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

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

### **This Notice is Subject to Change**

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

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

## **Gramm-Leach-Bliley (“GLB”) Privacy Notice**

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

### **COLLECTING YOUR INFORMATION**

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

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

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

### **SHARING YOUR INFORMATION**

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

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

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

### **HEALTH INFORMATION**

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

### **SAFEGUARDING YOUR INFORMATION**

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

## **ACCESSING YOUR INFORMATION**

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

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

## **CORRECTING YOUR INFORMATION**

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

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

## **CONTACTING US**

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

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

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

## NOTICE OF NON-DISCRIMINATION AND ACCESSIBILITY REQUIREMENTS

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

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

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

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

1. Interpreters
2. information translated into other languages

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

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

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

You can file a grievance in person, by mail, fax, or email. If you need help filing a grievance our Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <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, DC 20201  
800-868-1019; 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

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



# ADVISORY NOTICE TO POLICYHOLDERS

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

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

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

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

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

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

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

## **Women's Health & Cancer Rights Act**

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

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

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

## LANGUAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

میںینت: اذانتک ثدحتت **تعبیر عطا (Arabic)**، نإفاتامدخ ددعاسملا تیوغللا تیناجملا تحاتمك. عاجرلا لاصتلاً ب (877) 657-5030.

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

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

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

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

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

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

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

ی سراف امشد نابز رگا :مچوت (**Farsi**) دشاب می مامشد رایتخا رد نابزیار روط می ی نابز دادما تامدخ ،تسا . (877) 657-5030 تمسای بیگرید.

कृपा ध्या दः यद आप हंद (Hindi) भाषी ह तो आपके लए भाषा सहायता सेवाएं: शुल् उपलब् ह। कृपा पर काल कर (877) 657-5030

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

ប្រយ័ត្ន: ប្រសិនបើអ្នកនិយាយភាសាខ្មែរ(**Khmer**) សេវាកម្មភាសាជំនួយឥតគិតថ្លៃមានសម្រាប់អ្នក។  
សូមទូរស័ព្ទមកលេខ (877) 657-5030 ។

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

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

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

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

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

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

አማርኛ (Amharic) ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያገዝዎት ተዘጋጅተዋል፡ ወደ ሚከተለው ቁጥር ይደው (877) 657-5030

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

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