# UNITEDHEALTHCARE INSURANCE COMPANY BLANKET STUDENT HEALTH INSURANCE PLAN

# CERTIFICATE OF COVERAGE

Designed Especially for the Students of



2025-2026

# This Certificate of Coverage is Part of Policy # 2025-54-2

This Certificate of Coverage ("Certificate") is part of the contract between UnitedHealthcare Insurance Company (hereinafter referred to as the "Company", "We," "Us," and "Our") and the Policyholder.

Please keep this Certificate as an explanation of the benefits available to the Insured Person under the contract between the Company and the Policyholder. This Certificate is not a contract between the Insured Person and the Company. Amendments or endorsements may be delivered with the Certificate or added thereafter. The Master Policy is on file with the Policyholder and contains all of the provisions, limitations, exclusions, and qualifications of your insurance benefits, some of which may not be included in this Certificate. The Master Policy is the contract and will govern and control the payment of benefits.

NOTICE: HEALTH CARE SERVICES MAY BE PROVIDED TO YOU AT A NETWORK HEALTH CARE FACILITY BY FACILITY-BASED PHYSICIANS WHO ARE NOT IN YOUR HEALTH PLAN. YOU MAY BE RESPONSIBLE FOR PAYMENT OF ALL OR PART OF THE FEES FOR THOSE OUT-OF-NETWORK SERVICES, IN ADDITION TO APPLICABLE AMOUNTS DUE FOR COPAYMENTS, COINSURANCE, DEDUCTIBLES, AND NON-COVERED SERVICES. SPECIFIC INFORMATION ABOUT IN-NETWORK AND OUT-OF-NETWORK FACILITY-BASED PHYSICIANS CAN BE FOUND AT THE WEBSITE ADDRESS OF YOUR HEALTH PLAN OR BY CALLING THE CUSTOMER SERVICE TELEPHONE NUMBER OF YOUR HEALTH PLAN.

NOTICE: YOUR SHARE OF THE PAYMENT FOR HEALTH CARE SERVICES MAY BE BASED ON THE AGREEMENT BETWEEN YOUR HEALTH PLAN AND YOUR PROVIDER. UNDER CERTAIN CIRCUMSTANCES, THIS AGREEMENT MAY ALLOW YOUR PROVIDER TO BILL YOU FOR AMOUNTS UP TO THE PROVIDER'S REGULAR BILLED CHARGES.

READ THIS ENTIRE CERTIFICATE CAREFULLY. IT DESCRIBES THE BENEFITS AVAILABLE UNDER THE POLICY. IT IS THE INSURED PERSON'S RESPONSIBILITY TO UNDERSTAND THE TERMS AND CONDITIONS IN THIS CERTIFICATE.



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# Introduction

Welcome to the UnitedHealthcare Student Resources Student Health Insurance Plan. This plan is underwritten by UnitedHealthcare Insurance Company.

The school (referred to as the "Policyholder") has purchased a Policy from the Company. The Company will provide the benefits described in this Certificate to Insured Persons, as defined in the Definitions section of this Certificate. This Certificate is not a contract between the Insured Person and the Company. Keep this Certificate with other important papers so that it is available for future reference.

Please feel free to call the Customer Service Department with any questions about the plan. The telephone number is 1-866-808-8266. The Insured can also write to the Company at:

UnitedHealthcare Student Resources P.O. Box 809025 Dallas, TX 75380-9025

# **Section 1: Who Is Covered**

The Master Policy covers students and their eligible Dependents who have met the Policy's eligibility requirements (as shown below) and who:

- 1. Are properly enrolled in the plan, and
- 2. Pay the required premium.

Distance learning students only, which are enrolled at Tulane University taking three or more credit hours are eligible to enroll in this insurance plan on a voluntary basis.

Eligible students who do enroll may also insure their Dependents. Eligible Dependents are the student's legal spouse or Domestic Partner and dependent children or grandchildren who meet the limits of a Dependent set forth in the Dependent definition. See the Definitions section of this Certificate for the specific requirements needed to meet Domestic Partner eligibility.

The student (Named Insured, as defined in this Certificate) must actively attend classes for at least the first 31 days after the date for which coverage is purchased. The Company maintains its right to investigate eligibility or student status and attendance records to verify that the Policy eligibility requirements have been met. If and whenever the Company discovers that the Policy eligibility requirements have not been met, its only obligation is refund of premium.

The eligibility date for Dependents of the Named Insured shall be determined in accordance with the following:

- 1. If a Named Insured has Dependents on the date he or she is eligible for insurance.
- 2. If a Named Insured acquires a Dependent after the Effective Date, such Dependent becomes eligible:
  - a. On the date the Named Insured acquires a legal spouse or a Domestic Partner who meets the specific requirements set forth in the Definitions section of this Certificate.
  - b. On the date the Named Insured acquires a dependent child who is within the limits of a dependent child set forth in the Definitions section of this Certificate.

Dependent eligibility expires concurrently with that of the Named Insured.

# **Medicare Eligibility**

Any person who has Medicare at the time of enrollment in this student insurance plan is not eligible for coverage under the Master Policy.

If an Insured Person obtains Medicare after the Insured Person is covered under the Master Policy, the Insured Person's coverage will not end due to obtaining Medicare.

As used here, "has Medicare" means that an individual is entitled to benefits under Part A (receiving free Part A) or enrolled in Part B or Premium Part A.

# **Section 2: Effective and Termination Dates**

The Master Policy on file at the school becomes effective at 12:01 a.m., July 1, 2025. The Insured Person's coverage becomes effective on the first day of the period for which premium is paid or the date the enrollment form and full premium are received by the Company (or its authorized representative), whichever is later.

The Master Policy terminates at 11:59 p.m., August 9, 2026. The Insured Person's coverage terminates on that date or at the end of the period through which premium is paid, whichever is earlier. Dependent coverage will not be effective prior to that of the Insured student or extend beyond that of the Insured student.

There is no pro-rata or reduced premium payment for late enrollees. Refunds of premiums are allowed only upon entry into the armed forces.

The Master Policy is a non-renewable one year term insurance policy. The Master Policy will not be renewed.

# Section 3: Extension of Benefits after Termination

The coverage provided under the Policy ceases on the Termination Date. However, if an Insured is Hospital Confined on the Termination Date from a covered Injury or Sickness for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury or Sickness will continue to be paid as long as the condition continues but not to exceed 90 days after the Termination Date.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the maximum benefit.

After this Extension of Benefits provision has been exhausted, all benefits cease to exist, and under no circumstances will further payments be made.

# **Section 4: Pre-Admission Notification**

UnitedHealthcare should be notified of all Hospital Confinements prior to admission.

- 1. **PRE-NOTIFICATION OF MEDICAL NON-EMERGENCY HOSPITALIZATIONS:** The patient, Physician or Hospital should telephone 1-877-295-0720 at least five working days prior to the planned admission.
- NOTIFICATION OF MEDICAL EMERGENCY ADMISSIONS: The patient, patient's representative, Physician or Hospital should telephone 1-877-295-0720 within two working days of the admission to provide notification of any admission due to Medical Emergency.

UnitedHealthcare is open for Pre-Admission Notification calls from 8:00 a.m. to 6:00 p.m. C.S.T., Monday through Friday. Calls may be left on the Customer Service Department's voice mail after hours by calling 1-877-295-0720.

**IMPORTANT:** Failure to follow the notification procedures will not affect benefits otherwise payable under the Policy; however, pre-notification is not a guarantee that benefits will be paid.

# Section 5: Preferred Provider and Out-of-Network Provider Information

This plan is a preferred provider organization or "PPO" plan. It provides a higher level of coverage when Covered Medical Expenses are received from healthcare providers who are part of the plan's network of Preferred Providers. The plan also provides coverage when Covered Medical Expenses are obtained from healthcare providers who are not Preferred Providers, known as Out-of-Network Providers. However, a lower level of coverage may be provided when care is received from Out-of-Network Providers and the Insured Person may be responsible for paying a greater portion of the cost.

Preferred Providers in the local school area are:

UnitedHealthcare Choice Plus

Preferred Provider Hospitals include UnitedHealthcare Choice Plus United Behavioral Health (UBH) facilities.

The easiest way to locate Preferred Providers is through the plan's website at www.uhcsr.com/tulane. The website will allow the Insured to easily search for providers by specialty and location.

The Insured may also call the Customer Service Department at 1-866-808-8266 for assistance in finding a Preferred Provider.

The Company arranges for health care providers to take part in the Preferred Provider network. Preferred Providers are independent practitioners. They are not employees of the Company. It is the Insured's responsibility to choose a provider. Our credentialing process confirms public information about the providers' licenses and other credentials but does not assure the quality of the services provided.

A provider's status may change. Insureds should always confirm that a Preferred Provider is participating at the time services are required by calling Customer Service at 1-866-808-8266 and/or by asking the provider when making an appointment for services. A directory of providers is available on the plan's website at www.uhcsr.com/tulane.

If an Insured receives a Covered Medical Expense from an Out-of-Network Provider and was informed incorrectly by the Company prior to receipt of the Covered Medical Expense that the provider was a Preferred Provider, either through Our provider directory or in Our response to the Insured's request for such information (via telephone, electronic, web-based or internet-based means), the Insured may be eligible for cost-sharing (Copayment, Coinsurance, and applicable Deductible) that would be no greater than if the service had been provided from a Preferred Provider.

If an Insured is currently receiving treatment for Covered Medical Expenses from a provider whose network status changes from Preferred Provider to Out-of-Network Provider during such treatment due to termination (non-renewal or expiration) of the provider's contract, the Insured may be eligible to request continued care from their current provider under the same terms and conditions that would have applied prior to termination of the provider's contract for specified conditions and timeframes. This provision does not apply to provider contract terminations for failure to meet applicable quality standards or for fraud. An Insured may call the Company at 1-866-808-8266 to find out if they are eligible for continuity of care benefits.

"Preferred Provider Benefits" apply to Covered Medical Expenses that are provided by a Preferred Provider.

"Out-of-Network Provider Benefits" apply to Covered Medical Expenses that are provided by an Out-of-Network Provider.

The Company will pay Covered Medical Expenses according to the benefits set forth in the Schedule of Benefits. Regardless of the provider, each Insured is responsible for the payment of their Deductible. The Deductible must be satisfied before benefits are paid.

Allowed Amounts are the amounts the Company will pay for Covered Medical Expenses. Refer to the definition of Allowed Amount in this Certificate for information on how the Company determines Allowed Amounts.

# **Preferred Provider Benefits**

The Insured is not responsible for any difference between what the Company pays for Allowed Amounts and the amount the provider bills, except for the Insured Person's cost share obligation as specified in the Schedule of Benefits.

This Certificate includes the following provisions to comply with the applicable requirements of the *Consolidated Appropriations Act (the "Act") (P. L. 116 -260).* These provisions reflect requirements of the Act; however, they do not preempt applicable state law.

# **Out-of-Network Provider Benefits**

Except as described below, the Insured Person is responsible for paying, directly to the Out-of-Network Provider, any difference between the amount the provider bills the Insured and the amount the Company pays for Allowed Amounts.

- For Ancillary Services received at certain Preferred Provider facilities on a non-Medical Emergency basis from Outof-Network Provider Physicians, the Insured is not responsible, and the Out-of-Network Provider may not bill the Insured, for amounts in excess of the Insured's Copayment, Coinsurance, or Deductible which is based on the Recognized Amount as defined in this Certificate.
- 2. For non-Ancillary Services received at certain Preferred Provider facilities on a non-Medical Emergency basis from Out-of-Network Provider Physicians who have not satisfied the notice and consent criteria or for unforeseen or urgent medical needs that arise at the time a non-Ancillary Service is provided for which notice and consent has been satisfied in accordance with applicable law, the Insured is not responsible, and the Out-of-Network Provider may not bill the Insured, for amounts in excess of the Insured's Copayment, Coinsurance, or Deductible which is based on the Recognized Amount as defined in this Certificate.
- 3. For Emergency Services provided by an Out-of-Network Provider, the Insured is not responsible, and the Out-of-Network Provider may not bill the Insured, for amounts in excess of the Insured's applicable Copayment, Coinsurance, or Deductible which is based on the rates that would apply if the service was provided by a Preferred Provider which is based on the Recognized Amount as defined in this Certificate.

4. For Air Ambulance services provided by an Out-of-Network Provider, the Insured is not responsible, and the Out-of-Network Provider may not bill the Insured, for amounts in excess of the Insured's applicable Copayment, Coinsurance, or Deductible which is based on the rates that would apply if the service was provided by a Preferred Provider which is based on the Recognized Amount as defined in this Certificate.

For the purpose of this provision, "certain Preferred Provider facilities" are limited to a hospital (as defined in 1861(e) of the Social Security Act), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the Social Security Act), an ambulatory surgical center (as described in section 1833(i)(1)(A) of the Social Security Act), and any other facility specified by the Secretary.

# **State Continuity of Care; Termination of Provider Contracts**

In the event a contract or agreement between the Company and health care provider is terminated, the health care provider shall notify the Company of any Insured who has begun a course of treatment by the provider before the effective date of the termination. Based on this notice from the health care provider, the Company shall notify the Insured of a termination of a health care provider from the Company's network and the Insured's right to continuity of care for Covered Medical Expenses that are covered or payable under the terms of the Policy. The following provisions shall be applicable whether such termination is initiated by the Company or the health care provider:

- 1. In the event an Insured has been diagnosed as being in a high-risk pregnancy or is past the twenty-fourth week of pregnancy, the Insured shall be allowed to continue receiving Covered Medical Expenses, subject to the consent of the treating health care provider, through delivery and postpartum care related to the pregnancy and delivery while covered under this Policy.
- In the event an Insured has been diagnosed with a life-threatening Sickness, the Insured shall be allowed to
  continue receiving Covered Medical Expenses, subject to the consent of the treating health care provider, until the
  course of treatment is completed, not to exceed three months from the effective date of such termination while
  covered under this Policy.
- 3. In the event a treating health care provider advises the Company of an Insured who meets the criteria above, the Company shall continue payment of the Company liability to the health care provider that was in effect prior to the termination of the contract or agreement with such health care provider. In addition, the contractual requirements for the health care provider to follow the Company's utilization management and quality management policies and procedures shall remain in effect for the applicable period specified.

The provisions shall not apply when:

- The reason for such termination is due to suspension, revocation, or applicable restriction of the health care
  provider's license to practice in this state by the Louisiana State Board of Medical Examiners, or for another
  documented reason related to quality of care.
- 2. The Insured chooses to change health care providers.
- 3. The Insured moves out of the geographic service area of the health care provider or health insurance issuer.
- 4. The Insured requires only routine monitoring for a chronic condition but is not in an acute phase of the condition.

# **Section 6: Medical Expense Benefits**

This section describes Covered Medical Expenses for which benefits are available. Please refer to the attached Schedule of Benefits for benefit details.

Benefits are payable for Covered Medical Expenses (see Definitions) less any Deductible incurred by or for an Insured Person for loss due to Injury or Sickness subject to: a) the maximum amount for specific services as set forth in the Schedule of Benefits; and b) any Coinsurance or Copayment amounts set forth in the Schedule of Benefits or any benefit provision hereto. Read the Definitions section and the Exclusions and Limitations section carefully.

Benefits are payable for services delivered via Telehealth. Benefits for these services are provided to the same extent as an in-person service under any applicable benefit category in this section.

No benefits will be paid for services designated as "No Benefits" in the Schedule of Benefits or for any matter described in Exclusions and Limitations. If a benefit is designated, Covered Medical Expenses include:

# Inpatient

Room and Board Expense.

Daily semi-private room rate when confined as an Inpatient and general nursing care provided and charged by the Hospital.

### 2. Intensive Care.

See Schedule of Benefits.

# 3. Hospital Miscellaneous Expenses.

When confined as an Inpatient or as a precondition for being confined as an Inpatient. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.

Benefits will be paid for services and supplies such as:

- The cost of the operating room.
- Laboratory tests.
- X-ray examinations.
- Anesthesia.
- Drugs (excluding take home drugs) or medicines.
- Therapeutic services.
- Supplies.

# 4. Routine Newborn Care.

While Hospital Confined and routine nursery care provided immediately after birth.

Benefits will be paid for an inpatient stay of at least:

- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the newborn earlier than these minimum time frames.

# 5. Surgery.

Physician's fees for Inpatient surgery.

# 6. Assistant Surgeon Fees.

Assistant Surgeon Fees in connection with Inpatient surgery.

# 7. Anesthetist Services.

Professional services administered in connection with Inpatient surgery.

# 8. Registered Nurse's Services.

Registered Nurse's services which are all of the following:

- Private duty nursing care only.
- Received when confined as an Inpatient.
- Ordered by a licensed Physician.
- A Medical Necessity.

General nursing care provided by the Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility is not covered under this benefit.

# 9. **Physician's Visits.**

Non-surgical Physician services when confined as an Inpatient.

# 10. Pre-admission Testing.

Benefits are limited to routine tests such as:

- Complete blood count.
- Urinalysis.
- Chest X-rays.

If otherwise payable under the Policy, major diagnostic procedures such as those listed below will be paid under the Hospital Miscellaneous benefit:

- CT scans.
- NMR's.
- Blood chemistries.

# **Outpatient**

# 11. Surgery.

Physician's fees for outpatient surgery.

# 12. Day Surgery Miscellaneous.

Facility charge and the charge for services and supplies in connection with outpatient day surgery; excluding non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic.

# 13. Assistant Surgeon Fees.

Assistant Surgeon Fees in connection with outpatient surgery.

# 14. Anesthetist Services.

Professional services administered in connection with outpatient surgery.

# 15. Physician's Visits.

Services provided in a Physician's office for the diagnosis and treatment of a Sickness or Injury. Benefits do not apply when related to surgery or Physiotherapy (except chiropractic care).

Physician's Visits for preventive care are provided as specified under Preventive Care Services.

### 16. **Physiotherapy**.

Includes but is not limited to the following rehabilitative services (including Habilitative Services):

- Physical therapy.
- Occupational therapy.
- · Cardiac rehabilitation therapy.
- Manipulative treatment.
- Speech therapy. Other than as provided for Habilitative Services, speech therapy will be paid only for the treatment of speech, language, voice, communication and auditory processing when the disorder results from Injury, trauma, stroke, surgery, cancer, Congenital Condition, vocal nodules, or cleft lip and cleft palate when prescribed by a Physician to improve or restore speech language deficits or swallowing deficits.

Physiotherapy provided in the Insured Person's home by a home health agency is provided as specified under Home Health Care. Physiotherapy provided in the Insured's home other than by a home health agency is provided as specified under this benefit.

### 17. Medical Emergency Expenses.

Only in connection with a Medical Emergency as defined. Benefits will be paid for:

Facility charge for use of the emergency room and supplies.

All other Emergency Services received during the visit will be paid as specified in the Schedule of Benefits.

# 18. Diagnostic X-ray Services.

Diagnostic X-rays are only those procedures identified in <u>Physicians' Current Procedural Terminology</u> (CPT) as codes 70000 - 79999 inclusive. X-ray services for preventive care are provided as specified under Preventive Care Services.

# 19. Radiation Therapy.

See Schedule of Benefits.

# 20. Laboratory Procedures.

Laboratory Procedures are only those procedures identified in <u>Physicians' Current Procedural Terminology</u> (CPT) as codes 80000 - 89999 inclusive. Laboratory procedures for preventive care are provided as specified under Preventive Care Services.

### 21. Tests and Procedures.

Tests and procedures are those diagnostic services and medical procedures performed by a Physician but do not include:

- Physician's Visits.
- · Physiotherapy.

- X-rays.
- Laboratory Procedures.

The following therapies will be paid under the Tests and Procedures (Outpatient) benefit:

- Inhalation therapy.
- Intravenous infusion therapy.
- Pulmonary therapy.
- Respiratory therapy.
- Dialysis, hemodialysis, and peritoneal dialysis.

Tests and Procedures for preventive care are provided as specified under Preventive Care Services.

# 22. Injections.

When administered in the Physician's office and charged on the Physician's statement. Immunizations for preventive care are provided as specified under Preventive Care Services.

# 23. Chemotherapy.

See Schedule of Benefits.

# 24. Prescription Drugs.

See Schedule of Benefits.

Benefits are allowed for early refills of topical ophthalmic Prescription Drugs under the following circumstances:

- The refill is requested by the Insured for a 30-day supply, between 23 and 30 days from the later of either the original date the prescription was distributed or the date the most recent refill was distributed to the Insured.
- For a 60-day supply, between 46 and 60 days from the later of either the original date the prescription was distributed or the date the most recent refill was distributed to the Insured.
- For a 90-day supply, between 69 and 90 days from the later of either the original date the prescription was distributed or the date the most recent refill was distributed to the Insured.

The prescriber of the original topical ophthalmic prescription must indicate that additional quantities are necessary. Refills shall not exceed the number of additional quantities indicated on the original prescription.

# <u>Oth</u>er

### 25. Ambulance Services.

See Schedule of Benefits.

Benefits include Medically Necessary transportation of:

- A newly born infant to the nearest Hospital or neonatal special care unit for the treatment of a Sickness, Injury,
  Congenital Condition, and complications of a premature birth. "Newly born" means an infant from the time of
  birth until age one month or until such time as the infant is well enough to be discharged from a hospital or
  neonatal until to the infant's home, whichever period is longer.
- A temporarily medically disabled mother of a Newborn Infant when accompanying the infant to the nearest Hospital or neonatal special care unit, upon recommendation by the mother's attending Physician.

# 26. **Durable Medical Equipment.**

Durable Medical Equipment must be all of the following:

- Provided or prescribed by a Physician. A written prescription must accompany the claim when submitted.
- Primarily and customarily used to serve a medical purpose.
- Can withstand repeated use.
- Generally is not useful to a person in the absence of Injury or Sickness.
- Not consumable or disposable except as needed for the effective use of covered durable medical equipment.

For the purposes of this benefit, the following are considered durable medical equipment.

- Braces that stabilize an injured body part and braces to treat curvature of the spine.
- External prosthetic devices that replace a limb or body part but does not include any device that is fully implanted
  into the body.
- Orthotic devices that straighten or change the shape of a body part.

If more than one piece of equipment or device can meet the Insured's functional need, benefits are available only for the equipment or device that meets the minimum specifications for the Insured's needs. Dental braces are not durable medical equipment and are not covered. Benefits for durable medical equipment are limited to the initial purchase or one replacement purchase per Policy Year. No benefits will be paid for rental charges in excess of purchase price.

See also Benefits for Prosthetic Devices and Prosthetic Services and Benefits for Ventilators and Ventilation Treatment.

# 27. Consultant Physician Fees.

Services provided on an Inpatient or outpatient basis.

### 28. **Dental Treatment and Oral Surgery.**

Dental treatment and oral surgery when services are performed by a Physician and limited to the following:

- Excision of tumors or cysts (excluding odontogenic cysts) of the jaws, gums, cheeks, lips, tongue, roof of and floor of the mouth.
- Extraction of impacted teeth.
- Dental care and treatment including surgery and dental appliances required to correct accidental Injuries of the jaws, cheeks, lips, tongue, roof of or floor of the mouth, and of Sound, Natural Teeth.
- Excision of exostoses or tori of the jaws and hard palate.
- Incision and drainage of abscess and treatment of cellulitis.
- Incision of accessory sinuses, salivary glands, and salivary ducts.
- Anesthesia for the above services or procedures when rendered by an oral surgeon.
- Anesthesia for the above services or procedures when rendered by a dentist who holds all required permits or training to administer such anesthesia.
- Anesthesia when rendered in a Hospital setting and for associated Hospital charges when an Insured's mental
  or physical condition requires dental treatment to be rendered in a Hospital setting. Anesthesia benefits are
  not available for treatment rendered for temporomandibular joint (TMJ) disorders.

Breaking a tooth while eating is not covered. Routine dental care and treatment to the gums are not covered.

Pediatric dental benefits are provided in the Pediatric Dental Services provision.

### 29. Mental Illness Treatment.

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.
- While confined to a Residential Treatment Center.

# 30. Substance Use Disorder Treatment.

Benefits will be paid for services received:

- On an Inpatient basis while confined to a Hospital including partial hospitalization/day treatment received at a Hospital.
- On an outpatient basis including intensive outpatient treatment.
- While confined to a Residential Treatment Center.

# 31. Maternity.

Same as any other Sickness for maternity-related services, including prenatal and postnatal care.

Benefits will be paid for an inpatient stay of at least:

- 48 hours following a vaginal delivery.
- 96 hours following a cesarean section delivery.

If the mother agrees, the attending Physician may discharge the mother earlier than these minimum time frames.

# 32. Complications of Pregnancy.

Same as any other Sickness.

### 33. Preventive Care Services.

Medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and are limited to the following as required under applicable law:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the *United States Preventive Services Task Force*.
- Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
- 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*.
- With respect to women, such additional preventive care and screenings provided for in comprehensive guidelines supported by the *Health Resources and Services Administration*.

# 34. Reconstructive Breast Surgery Following Mastectomy.

Same as any other Sickness and in connection with a covered mastectomy.

### Benefits include:

- All stages of reconstruction of the breast on which the mastectomy has been performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses and physical complications of mastectomy, including lymphedemas.

See also Benefits for Mastectomies and Reconstructive Surgery Following Mastectomies.

### 35. Diabetes Services.

Same as any other Sickness in connection with the treatment of diabetes.

Benefits will be paid for Medically Necessary:

- Outpatient self-management training, education and medical nutrition therapy service when ordered by a Physician and provided by appropriately licensed or registered healthcare professionals.
- Medical eye exams (dilated retinal exams).
- Preventive foot care for diabetes.
- Prescription Drugs, equipment, and supplies based on the Insured's specific medical needs, including:
  - Insulin pumps and supplies.
  - Blood glucose meters including continuous glucose monitors.
  - Insulin syringes with needles.
  - Blood glucose and urine test strips.
  - Ketone test strips and tablets.
  - Lancets and lancet devices.

### 36. Home Health Care.

Services received from a licensed home health agency that are:

- Ordered by a Physician.
- Provided or supervised by a Registered Nurse in the Insured Person's home.
- Pursuant to a home health plan.

Benefits will be paid only when provided on a part-time, intermittent schedule and when skilled care is required. One visit equals up to four hours of skilled care services.

Benefits also include Private Duty Nursing services when both:

- The Insured's Physician certifies that the services are Medically Necessary.
- The services are of such a nature that they cannot be provided by non-professional personnel and can only be provided by a licensed health care professional.

For the purposes of this benefit, "Private Duty Nursing" means skilled nursing service provided on a one-to-one basis by an actively practicing Registered Nurse (R.N.) or Licensed Practical Nurse (L.P.N.). Private duty nursing is shift nursing of eight hours or greater per day and does not include nursing care of less than eight hours per day. Private duty nursing does not include Custodial Care service.

# 37. **Hospice Care**.

When recommended by a Physician for an Insured Person that is terminally ill with a life expectancy of six months or less. All hospice care must be received from a licensed hospice agency.

Hospice care includes:

- Physical, psychological, social, and spiritual care for the terminally ill Insured.
- Short-term grief counseling for immediate family members while the Insured is receiving hospice care.

# 38. Inpatient Rehabilitation Facility.

Services received while confined as a full-time Inpatient in a licensed Inpatient Rehabilitation Facility. Confinement in the Inpatient Rehabilitation Facility must follow within 24 hours of, and be for the same or related cause(s) as, a period of Hospital Confinement or Skilled Nursing Facility confinement.

Benefits shall also be provided for a Medically Necessary Day Rehabilitation Program in place of services received at an Inpatient Rehabilitation Facility. The Day Rehabilitation Program must follow within 24 hours of, and be for the same or related cause(s) as, a period of Hospital Confinement or Skilled Nursing Facility confinement.

# 39. Skilled Nursing Facility.

Services received while confined as an Inpatient in a Skilled Nursing Facility for treatment rendered for one of the following:

- In lieu of Hospital Confinement as a full-time inpatient.
- Within 24 hours following a Hospital Confinement and for the same or related cause(s) as such Hospital Confinement.

# 40. **Urgent Care Center.**

Benefits are limited to:

• Facility or clinic fee billed by the Urgent Care Center.

All other services rendered during the visit will be paid as specified in the Schedule of Benefits.

# 41. Hospital Outpatient Facility or Clinic.

Benefits are limited to:

Facility or clinic fee billed by the Hospital.

All other services rendered during the visit will be paid as specified in the Schedule of Benefits.

# 42. Approved Clinical Trials.

Routine Patient Care Costs incurred while taking part in an Approved Clinical Trial for the treatment of cancer or other Life-threatening Condition. The Insured Person must be clinically eligible for participation in the Approved Clinical Trial according to the trial protocol and either: 1) the referring Physician is a participating health care provider in the trial and has concluded that the Insured's participation would be appropriate; or 2) the Insured provides medical and scientific evidence information establishing that the Insured's participation would be appropriate.

"Routine patient care costs" means Covered Medical Expenses which are typically provided absent a clinical trial and not otherwise excluded under the Policy. Routine patient care costs do not include:

- The experimental or investigational item, device or service, itself.
- 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.
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.
- Items and services provided by the research sponsors free of charge for any person taking part in the trial.

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

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

- Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - National Institutes of Health (NIH). (Includes National Cancer Institute (NCI).)

- Centers for Disease Control and Prevention (CDC).
- Agency for Healthcare Research and Quality (AHRQ).
- Centers for Medicare and Medicaid Services (CMS).
- A cooperative group or center of any of the entities described above or the Department of Defense (DOD) or the Veterans Administration (VA).
- A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
- The Department of Veterans Affairs, the Department of Defense or the Department of Energy if the study or investigation has been reviewed and approved through a system of peer review. The peer review system is determined by the Secretary of Health and Human Services to meet both of the following criteria:
  - Comparable to the system of peer review of studies and investigations used by the National Institutes
    of Health.
  - Ensures unbiased review of the highest scientific standards by qualified individuals who have no
    interest in the outcome of the review.
- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
- The study or investigation is a drug trial that is exempt from having such an investigational new drug application.
- The clinical trial must have a written protocol that describes a scientifically sound study. It must have been approved by all relevant institutional review boards (IRBs) before the Insured is enrolled in the trial. The Company may, at any time, request documentation about the trial.
- The subject or purpose of the trial must be the evaluation of an item or service that meets the definition of a Covered Medical Expense and is not otherwise excluded under the Policy.

# 43. Transplantation Services.

Same as any other Sickness for organ, tissue, and bone marrow transplants when ordered by a Physician. Benefits are available when the transplant meets the definition of a Covered Medical Expense. Benefits are limited to the following:

- Immunosuppressive drugs prescribed for transplant procedures.
- Solid human organ transplants as specified below:
  - Liver.
  - o Heart.
  - o Lung.
  - o Kidney.
  - o Pancreas.
  - Small bowel.
  - Other solid organ transplant procedures, which the Company determines have become standard, effective practice and have been determined to be effective procedures by peer review literature as well as other resources used to evaluate new procedures. These solid organ transplants will be considered on a case-by-case basis.
- Tissue transplant procedures (autologous and Allogeneic) as specified below:
  - Blood transfusions.
  - Autologous parathyroid transplants.
  - Corneal transplants.
  - Bone and cartilage grafting.
  - Skin grafting.
  - Autologous islet cell transplants.
  - Other tissue transplant procedures, which the Company determines have become standard, effective practices and have been determined to be effective procedures by peer reviewed literature as well as other resources used to evaluate new procedures. These tissue transplants will be considered on a case by case basis.
- Bone marrow transplants. Allogeneic, autologous and syngeneic bone marrow transplants, including tandem transplants, mini transplants (transplant lite) and donor lymphocyte infusions are covered.

Acquisition Expenses. If a solid organ, tissue or bone marrow is obtained from a living donor for a covered transplant, the donor's Covered Medical Expenses are covered as acquisition costs for the recipient. Benefits payable for the donor will be secondary to any other insurance plan, service plan, self-funded group plan, or any government plan that does not require this policy to be primary.

No benefits are payable for transplants which are considered an Elective Surgery or Elective Treatment (as defined) and transplants involving permanent mechanical or animal organs.

Travel expenses are not covered. Health services connected with the removal of an organ, tissue, or bone marrow from an Insured Person for purposes of a transplant to another person are not covered.

# 44. Pediatric Dental and Vision Services.

Benefits are payable as specified in the attached Pediatric Dental Services Benefits and Pediatric Vision Care Services Benefits sections.

# 45. Cleft Lip and Cleft Palate.

Same as any other Sickness for the treatment and correction of cleft lip and cleft palate, including secondary conditions and treatment attributable to the primary condition of cleft lip and cleft palate.

Benefits include, but are not limited to, the following:

- Oral and facial surgery, surgical management, and follow-up care.
- Prosthetic treatment such as obturators, speech appliances, and feeding appliances.
- Orthodontic treatment and management.
- Preventive and restorative dentistry to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management or therapy.
- · Speech-language evaluation and therapy.
- Audiological assessments and amplification devices.
- Otolaryngology treatment and management.
- Psychological assessment and counseling.
- Genetic assessment and counseling for patient and parents.

# 46. **Genetic Testing.**

Benefits are limited to genetic testing when the results are specifically required for a medical treatment decision or when required by law.

# 47. Hearing Aids.

Benefits are provided when a hearing aid is required for the correction of hearing loss (a reduction in the ability to perceive sound which may range from slight to complete deafness). A hearing aid is a non-disposable device that is of a design and circuitry to optimize audibility and listening skills.

Benefits are available for a hearing aid that is purchased as a result of a written recommendation by a Physician.

If more than one type of hearing aid can meet the Insured's functional needs, benefits are available only for the hearing aid that meets the minimum specifications for the Insured's needs. Benefits are limited to one hearing aid per ear with hearing loss every 36 months.

### 48. Interpreter Expenses.

Services of an interpreter/transliterator, other than a family member of the Insured, when such services are used by the Insured in connection with Covered Medical Expenses performed by a Physician.

# 49. Medical Foods.

Low Protein Food Products for the treatment of Inherited Metabolic Diseases.

For the purpose of this benefit:

- Low Protein Food Product means a food product that is especially formulated to have less than one gram of
  protein per serving and is intended to be used under the direction of a Physician for the dietary treatment of an
  Inherited Metabolic Disease. Low Protein Food Products shall not include a natural food that is naturally low in
  protein.
- Inherited Metabolic Disease means a disease caused by an inherited abnormality of body chemistry. Such
  diseases shall be limited to Phenylketonuria (PKU), Maple Syrup Urine Disease (MSUD), Methylmalonic
  Acidemia (MMA), Isovaleric Acidemia (IVA) Propionic Academia, Glutaric Academia, Urea Cycle Defects, and
  Tyrosinemia.

# 50. Medical Supplies.

Disposable medical equipment and supplies which have a primary medical purpose and meet all of the following criteria:

- Related to and necessary for the administration of Prescription Drugs, such as syringes and needles.
- Prescribed by a Physician. A written prescription must accompany the claim when submitted.
- Used for the treatment of a covered Injury or Sickness.

Benefits are limited to a 31-day supply per purchase.

# 51. Sleep Disorders.

Benefits are limited to Medically Necessary sleep studies and associated professional services when a sleep study is obtained in a facility accredited by the Joint Commission or the American Academy of Sleep Medicine.

# **Section 7: Mandated Benefits**

### **BENEFITS FOR MAMMOGRAPHY**

Benefits will be provided for mammographic examinations, including but not limited to digital breast tomosynthesis (DBT) subject to the following guidelines:

- 1. One baseline mammogram examination for a woman who is thirty-five through thirty-nine years of age.
- 2. An annual mammogram examination (DBT preferred modality) for any woman who is forty years of age or older.

### Benefits also include:

- For women with a hereditary susceptibility from pathogenic mutation carrier status or prior chest wall radiation, an annual MRI starting at age twenty-five and an annual mammography (DBT preferred modality) starting at age thirty. Such examinations shall be in accordance with recommendations by National Comprehensive Cancer Network guidelines or the American Society of Breast Surgeons Position Statement on Screening Mammography.
- 2. An annual mammogram (DBT preferred modality) and access to supplemental imaging (MRI preferred modality) starting at age thirty-five upon recommendation by the Insured's Physician if the Insured has a predicted lifetime risk greater than twenty percent by any validated model published in peer reviewed medical literature.
- 3. Supplemental imaging (breast ultrasound initial preferred modality, followed by MRI if inconclusive), if recommended by an Insured's Physician, for an Insured with increased breast density (C and D density).
- 4. Annual supplemental imaging (MRI preferred modality), if recommended by an Insured's Physician, for an Insured with a prior history of breast cancer below the age of fifty or with a prior history of breast cancer at any age and dense breast (C and D density).

"Digital breast tomosynthesis (DBT)" means a radiologic procedure that involves the acquisition of projection images over the stationary breast to produce cross-sectional digital three dimensional images of the breast.

Mammographic examinations covered by the Preventive Care Services benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Schedule.

Mammographic examinations not covered by the Preventive Care Services Benefit shall be covered under this benefit and shall not be subject to the Policy Deductible, but shall be subject to all Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR BREAST DIAGNOSTIC IMAGING

Benefits will be provided for breast Diagnostic Imaging when ordered by the Insured's treating Physician.

"Diagnostic imaging" means a diagnostic mammogram, contrast-enhanced mammogram, breast magnetic resonance imaging, or breast ultrasound screening for breast cancer designed to evaluate an abnormality in the breast that is any of the following:

- 1. Seen or suspected from a screening examination for breast cancer.
- 2. Detected by another means of examination.

3. Suspected based on the medical history or family medical history of the Insured Person or additional factors that may increase the Insured risk of breast cancer.

Benefits shall not be subject to the Policy Deductible but shall be subject to all Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR MASTECTOMIES AND BREAST RECONSTRUCTIVE SURGERY FOLLOWING MASTECTOMIES

Benefits will be provided for mastectomies, including contralateral prophylactic mastectomies, and Breast Reconstruction procedures selected by the Insured in consultation with the Insured's attending Physician.

"Breast reconstruction" means both of the following:

- 1. All stages of reconstruction of the breast on which a unilateral mastectomy has been performed and on the other breast to produce a symmetrical appearance, including but not limited to:
  - Contralateral prophylactic mastectomies.
  - Liposuction performed for transfer to a reconstructed breast or to repair a donor site deformity.
  - Tattooing the areola of the breast.
  - Surgical adjustments of the non-mastectomized breast.
  - Unforeseen medical complications which may require additional reconstruction in the future.
  - Prostheses and physical complications, including but not limited to lymphedemas.
- 2. All stages of reconstruction of both breasts if a bilateral mastectomy has been performed, including but not limited to:
  - Liposuction performed for transfer to a reconstructed breast or to repair a donor site deformity.
  - Tattooing the areola of the breast.
  - Unforeseen medical complications which may require additional reconstruction in the future.
  - Prostheses and physical complications, including but not limited to lymphedemas.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### BENEFITS FOR PAP SMEAR

Benefits will be provided for an annual Pap Smear.

Pap Smears covered by the Preventive Care Services benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Schedule.

Pap Smears not covered by the Preventive Care Services benefit shall be covered under this benefit and shall not be subject to the policy Deductible, but shall be subject to all Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR DETECTION OF PROSTATE CANCER

Benefits will be provided for expenses incurred for Routine Prostate Preventive Care for the detection of prostate cancer, including digital rectal examinations and prostate-specific antigen testing as follows:

- 1. Annually for men over the age of fifty.
- 2. As Medically Necessary and appropriate for men over the age of forty.

"Routine Prostate Preventive Care" means a minimum of one routine annual visit, provided that a second visit shall be permitted based upon Medical Necessity and follow-up treatment within sixty days after either visit if related to a condition diagnosed or treated during the visits.

Benefits shall not be subject to the policy Deductible, but shall be subject to all Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### BENEFITS FOR ROUTINE COLORECTAL CANCER SCREENING

Benefits will be provided for Routine Colorectal Cancer Screening.

"Routine Colorectal Cancer Screening" means any test or screening provided in accordance with the most recently published recommendations established by the American Cancer Society or the National Comprehensive Cancer Network for the ages, family histories, and frequencies referenced below:

- 1. Colonoscopy every ten years beginning at age 45.
- 2. Flexible sigmoidoscopy every five to ten years.
- 3. Annual FIT (fecal immunochemical test) for blood.
- 4. CT colonography every five years or the FIT-fecal DNA test every three years or capsule colonoscopy every five years.

"Routine Colorectal Cancer Screening" does not mean services otherwise excluded from coverage because they are deemed by the Company to be experimental or investigational.

Routine Colorectal Cancer Screening covered by the Preventive Care Services benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Schedule.

Routine Colorectal Cancer Screening not covered by the Preventive Care Services benefit shall be covered under this benefit and shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR PREVENTIVE CANCER SCREENING

Benefits will be provided for a Preventive Cancer Screening for an Insured who has been previously diagnosed with breast cancer, and who has:

- 1. Completed treatment for the breast cancer.
- 2. Undergone a bilateral mastectomy.
- 3. Been subsequently determined to be clear of breast cancer.

"Preventive cancer screening" means Covered Medical Expenses necessary for the detection of cancer in an Insured, including, but not limited to, magnetic resonance imaging, ultrasound, or some combination of tests.

Preventive Cancer Screenings covered by the Preventive Care Services benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Schedule.

Preventive Cancer Screenings not covered by the Preventive Care Services benefit shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### BENEFITS FOR OSTEOPOROSIS SCREENING

Benefits will be provided for a Qualified Insured for Bone Mass Measurement for the diagnosis and treatment of osteoporosis.

For the purpose of this benefit, the following definitions shall apply:

- 1. "Bone mass measurement" means a radiologic or radioisotopic procedure or other scientifically proven technologies performed on an individual for the purpose of identifying bone mass or detecting bone loss.
- 2. "Qualified Insured" means: (a) An estrogen deficient woman at clinical risk of osteoporosis who is considering treatment. (b) An individual receiving long term steroid therapy. (c) An individual being monitored to assess to response to or efficacy of approved osteoporosis drug therapies.

Bone Mass Measurement covered by the Preventive Care Services benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Schedule.

Bone Mass Measurement not covered by the Preventive Care Services benefit shall be covered under this benefit and shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR BREAST AND OVARIAN CANCER SUSCEPTIBILITY SCREENING

Benefits will be provided for genetic testing of the BRCA1 and BRCA2 genes to detect an increased risk for breast and ovarian cancer when recommended by a Physician in accordance with the U.S. Preventive Services Task Force recommendations for testing.

BRCA testing covered by the Preventive Care Services benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Schedule.

BRCA testing not covered by the Preventive Care Services benefit shall be covered under this benefit and shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR PROSTHETIC DEVICES AND PROSTHETIC SERVICES

Benefits will be paid the same as any other Sickness for Medically Necessary Prosthetic Devices provided by an accredited facility and Prosthetic Services prescribed by a Physician and provided by an accredited facility. The Medical Necessity determination shall be based on information and recommendation from the treating Physician in consultation with the Insured, including the result of a functional limit test. The functional limit test shall consider, but not be limited to, the following factors:

- 1. The Insured's past history, including prior use of Prosthetic Devices, if applicable.
- 2. The Insured's current condition, including the status of the residual limb and the nature of other medical problems.
- 3. The Insured's desire to ambulate, with respect to lower limb prosthetic devices, or maximum upper limb function, with respect to upper limb prosthetic devices.

An "accredited facility" means any entity that is accredited by the American Board for Certification in Orthotics, Prosthetics, and Pedorthotics or by the Board for Orthotist/Prosthetist Certification and that provides prosthetic devices or prosthetic services.

"Prosthetic device" or "prosthesis" means an artificial limb designed to maximize function, stability, and safety of the patient. Prosthetic device or prosthesis also means an artificial medical device that is not surgically implanted and that is used to replace a missing limb. The term does not include artificial eyes, ears, noses, dental appliances, ostomy products, or devices such as eyelashes or wigs.

"Prosthetic services" means the science and practice of evaluating, measuring, designing, fabricating, assembling, fitting, aligning, adjusting, or servicing of a prosthesis through the replacement of external parts of a human body lost due to amputation or congenital deformities to restore function, cosmesis, or both. Prosthetic services shall also include any Medically Necessary clinical care.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR THE TREATMENT OF ATTENTION DEFICIT HYPERACTIVITY DISORDER

Benefits will be paid the same as any other Mental Illness for the diagnosis and treatment for attention deficit/hyperactivity disorder (ADHD) when rendered or prescribed by a Physician or other appropriate health care provider and received in any Physician's or other health care provider's office, any licensed Hospital, or in any other licensed public or private facility, or portion thereof, including but not limited to clinics and mobile screening units.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR THE DIAGNOSIS AND TREATMENT OF AUTISM SPECTRUM DISORDERS

Benefits will be paid the same as any other Mental Illness for the Medically Necessary Diagnosis and Treatment of Autism Spectrum Disorders.

"Autism spectrum disorders" means any of the pervasive developmental disorders as defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, including but not limited to, Autistic Disorder, Asperger's Disorder, and Pervasive Developmental Disorder Not Otherwise Specified.

"Diagnosis of autism spectrum disorders" means Medically Necessary assessment, evaluations, or tests to diagnose whether an Insured has one of the autism spectrum disorders.

"Treatment of autism spectrum disorders" shall include the following care prescribed, provided, or ordered by a Physician or psychologist for an Insured diagnosed with one of the Autism Spectrum Disorders:

- 1. Habilitative or rehabilitative care professional, counseling, and guidance services and treatment program, including applied behavior analysis, that are necessary to develop, maintain, and restore, to the maximum extent practicable, the functioning of an Insured.
- 2. Pharmacy care medications prescribed by a licensed Physician.

- 3. Psychiatric care direct or consultative services provided by a licensed psychiatrist.
- 4. Psychological care direct or consultative services provided by a licensed psychologist.
- 5. Therapeutic care services provided by a licensed or certified speech therapist, occupational therapist, or physical therapist.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# **BENEFITS FOR LYMPHEDEMA**

Benefits will be paid the same as any other Sickness for the treatment of lymphedema, including multilayer compression bandaging systems and custom or standard-fit gradient compression garments.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### BENEFITS RELATED TO A SEXUALLY-ORIENTED CRIMINAL OFFENSE

Benefits will be provided for services rendered in conducting a forensic medical examination and will include, but not be limited to, the following services directly related to the forensic examination:

- 1. Forensic examiner and Hospital or healthcare facility services, including integral forensic supplies.
- 2. Scope procedures, including but not limited to anoscopy and colposcopy.
- 3. Laboratory testing, including drug screening, urinalysis, pregnancy screening, syphilis screening, chlamydia culture, gonorrhea culture, blood test for HIV screening, hepatitis B and C screening, herpes culture, and any other sexually transmitted disease testing.
- 4. Any medication provided during the exam.

"Forensic medical examination" means an examination provided to a victim of a sexually-oriented criminal offense. The examination shall be conducted by a health care provider for the purpose of gathering and preserving evidence of a sexual assault for use in a court of law. A forensic medical examination shall include the following:

- 1. Examination of physical trauma.
- 2. Patient interview, including medical history, triage, and consultation.
- 3. Collection and evaluation of evidence, including but not limited to:
  - a. Photographic documentation.
  - b. Preservation and maintenance of chain of custody.
  - c. Medical specimen collection.
  - d. When necessary, an alcohol and drug facilitated sexual assault assessment and toxicology screening.

A claims related to a sexually-oriented criminal offense shall be submitted to the Company with the Insured victim's consent.

Upon receipt of a claim related to a sexually-oriented criminal offense, the Company shall:

- 1. Allow the Insured victim to designate any address to be used for the purposes of transmitting an explanation of benefits.
- 2. Allow the Insured victim to designate that no explanation of benefits be generated or transmitted.

The Company shall waive all applicable Deductible, Copayment, and Coinsurance provisions of the Policy for any claim related to a sexually-oriented criminal offense.

### BENEFITS FOR ORAL CHEMOTHERAPY DRUGS

Benefits will be provided for orally administered anticancer medications used to kill or slow the growth of cancerous cells.

Benefits for prescribed orally administered chemotherapy drugs will be provided on a basis that is no less favorable than intravenously administered or injected cancer medications.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### BENEFITS FOR CANCER TREATMENT TARGETING A SPECIFIC GENETIC MUTATION

Benefits will be provided for Prescription Drugs that are Medically Necessary for the treatment of metastatic or unresectable tumors or other advanced cancers. The benefits will not be solely denied on the basis that the drug is not indicated for the specific tumor type or location in the body of the Insured's cancer if the drug is approved by the United States Food and Drug Administration for the treatment of the specific mutation in a different type of cancer. The treatment shall not be considered experimental or outside of the scope of the Policy if the United States Food and Drug Administration has approved the drug for the treatment of cancer with the specific genetic mutation, even if in a different tumor type.

Benefits will be provided for a minimum initial treatment of not less than three months.

Benefits will continue after the initial treatment period if the Insured's Physician certifies that the Prescription Drug is Medically Necessary for the treatment of the Insured's cancer based on documented improvement of the Insured.

Benefits are not required to be covered if an alternative treatment has proven to be more effective in published randomized clinical trials and is not contraindicated in the Insured.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# **BENEFITS FOR CERTIFIED MIDWIVES**

Benefits will be provided the same as any other Sickness for services rendered by a certified nurse Midwife and a certified professional Midwife.

"Midwife" means a certified nurse midwife licensed by the Louisiana State Board of Nursing in accordance with the provisions of R.S. 37:911 et seq. or a certified professional midwife licensed pursuant to the Midwife Practitioners Act.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### **BENEFITS FOR REGISTERED DOULA**

Benefits will be provided the same as any other Sickness for services rendered by a registered doula to pregnant and birthing women before, during, and after childbirth.

"Doula" means an individual who has been trained to provide physical, emotional, and educational support, but not medical or midwifery care, to pregnant and birthing women and their families before, during, and after childbirth.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR VENTILATORS AND VENTILATION TREATMENT

Benefits will be provided for ventilators when properly ordered by a Physician's prescription and when used in an appropriate care setting.

Benefits include:

- 1. Regular and comprehensive service and preventive maintenance by a certified or registered respiratory therapist.
- 2. Masks, tubing, tracheotomy supplies, filters, and other supporting supplies and equipment.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR GENETIC TESTING FOR CANCER

Benefits will be provided the same as any other Sickness for genetic or molecular testing for cancer. Benefits are limited to testing ordered by a Physician and which is determined to be Medically Necessary when an Insured has or is suspected of having a clinical genetic or molecular disorder.

Benefits include, but are not limited to:

- 1. Tumor mutation testing.
- 2. Next generation sequencing.
- 3. Hereditary germline mutation testing.
- 4. Pharmacogenomic testing.

- 5. Whole exome and genome sequencing.
- 6. Biomarker Testing.

"Biomarker" means a characteristic that is objectively measured and evaluated as an indicator of normal biological processes, pathogenic processes, or pharmacologic responses to a specific therapeutic intervention. Biomarkers include, but are not limited to, gene mutations or protein expression.

"Biomarker testing" is the analysis of an Insured's tissue, blood, or fluid biospecimen for the presences of a biomarker. Biomarker testing includes, but is not limited to, single-analyte tests, multi-plex panel tests, and partial or whole genome sequencing.

Biomarker Testing will be provided for the diagnosis, treatment, and appropriate management or ongoing monitoring of an Insured's sickness when testing is supported by medical and scientific evidence, including any one of the following:

- 1. Labeled indications for diagnostic tests to direct treatment decisions that are approved or cleared by the United States Food and Drug Administration or indicated diagnostics tests for a drug that is approved by the United States Food and Drug Administration.
- 2. Centers for Medicare and Medicaid Services National Coverage Determinations or Medicare Administrative Contractor Local Coverage Determinations.
- 3. Nationally recognized consensus statements and clinical practice guidelines such as but not limited to those of the National Comprehensive Cancer Network or the American Society of Clinical Oncology.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR OFF-LABEL DRUG USE FOR MINORS

Benefits will be provided for Prescription Drugs prescribed by a Physician to treat a minor for a covered chronic, seriously debilitating, or life-threatening Sickness when the drug:

- 1. Is approved by the Food and Drug Administration for the same condition or disease in an adult;
- 2. Is Medically Necessary to treat the disease or condition;
- 3. Has been recognized for the treatment of the disease or condition in pediatric application by one of the following:
  - a. The American Medical Association Drug Evaluations.
  - b. The American Hospital Formulary Service Drug Information.
  - c. The United State Pharmacopeia Dispensing Information, Volume 1, "Drug Information for the Health Care Professional".
  - d. Recognized in two articles from major peer-reviewed medical journals that present data supporting the proposed off-label use or uses as generally safe and effect unless there is clear and convincing contradictory evidence presented in a major peer-reviewed journal.
- 4. Is listed on the formulary, if any.

The Company may request the Physician to provide documentation supporting compliance with this section.

Benefits will include Medically Necessary services associated with the administration of the Prescription Drug.

Benefits shall not include coverage for:

- 1. Treatment of a Sickness that is not covered under the Policy.
- 2. An experimental drug not approved by the United States Food and Drug Administration.
- 3. A drug not listed in the formulary, if any.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR DONATED HUMAN BREAST MILK

Benefits will be paid the same as any other Sickness for up to a two month supply of Medically Necessary pasteurized donated human breast milk when:

- 1. The milk is Prescribed by a Physician.
- 2. The infant or the infant's mother is medically or physically unable to receive or produce maternal human milk in sufficient quantities.
- 3. The milk is obtained from a member bank of the Human Milk Banking Association of North America.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR GENETIC TESTING FOR CRITICALLY ILL INFANTS

Benefits will be provided the same as any other Sickness for Medically Necessary genetic testing of critically ill infants. Benefits are limited to testing ordered by a Physician when an Insured has or is suspected of having an unexplained rare disease.

Benefits include but are not limited to, the following advanced molecular techniques:

- 1. Traditional whole genome sequencing.
- 2. Rapid whole genome sequencing.
- 3. Genetic and genomic screening exams, including individual sequencing, trio sequencing for a parent or parents of the infant and ultra-rapid sequencing for an infant who is one year of age or younger and is receiving Inpatient hospital services in an intensive care unit or in a pediatric care unit, and has a complex illness of unknown cause.

Benefits provided under this section are subject to applicable evidence-based Medical Necessity criteria that shall be based on all of the following:

- 1. The infant is suspected of having a rare genetic condition that is not diagnosable by a standard clinical work-up.
- 2. The infant has symptoms that suggest a broad differential diagnosis that requires an evaluation by multiple genetic tests if advanced molecular techniques including but not limited to traditional whole genome sequencing, rapid whole genome sequencing, and other genetic and genomic screening is not performed.
- 3. Timely identification of a molecular diagnosis is necessary to guide clinical decision-making, and the advanced molecular techniques including but not limited to traditional whole genome sequencing, rapid whole genome sequencing and other genetic and genomic screening results may guide the treatment or management of the infant's condition.
- 4. The infant has at least one of the following conditions:
  - Multiple congenital anomalies.
  - Specific malformations highly suggestive of a genetic etiology.
  - Abnormal laboratory tests suggesting the presence of a genetic disease or complex metabolic phenotype like but not limited to an abnormal newborn screen, hyperarammonemia, or lactic acidosis not due to poor perfusion.
  - Refractory or severe hypoglycemia.
  - Abnormal response to therapy related to an underlying medical condition affecting vital organs or bodily systems.
  - Severe hypotonia.
  - Refractory seizures.
  - A high-risk stratification on evaluation for a brief resolved unexplained event with any of the following:
    - A recurrent event without respiratory infection.
    - A recurrent event witnessed seizure-like event.
    - A recurrent cardiopulmonary resuscitation.
  - Abnormal chemistry levels including but not limited to electrolytes, bicarbonate, lactic acid, venous blood gas, and glucose suggestive of inborn error of metabolism.
  - Abnormal cardiac diagnostic testing results suggestive of possible channelopathies, arrhythmias, cardiomyopathies, myocarditis, or structural heart disease.
  - Family genetic history related to the infant's condition.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR STANDARD FERTILITY PRESERVATION SERVICES RELATED TO IATROGENIC INFERTILITY TREATMENT

Benefits will be provided the same as any other Sickness for Medically Necessary fertility preservation expenses related to a cancer diagnosis for which Medically Necessary medical treatment that may directly or indirectly cause latrogenic Infertility to an Insured Person.

Medical treatment that may directly or indirectly cause latrogenic Infertility means medical treatment with a potential side effect of impaired fertility as established by the American Society of Clinical Oncology or the American Society for Reproductive Medicine.

Coverage will include the costs associated with storage of oocytes and sperm up to three years.

"latrogenic infertility" means an impairment of fertility caused directly or indirectly by surgery, chemotherapy, radiation, or other medical treatment.

"Standard fertility preservation services" means oocyte and sperm preservation procedures that are consistent with established medical practices or professional guidelines published by the American Society of Clinical Oncology or the American Society for Reproductive Medicine.

Benefits shall be subject to any Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### BENEFITS FOR SMOKING CESSATION

Benefits will be provided for smoking cessation treatment and services when prescribed by a Physician.

Benefits include individual counseling, group counseling for the Insured Person, nicotine patches, nicotine gum, nicotine lozenges, nicotine nasal spray, nicotine inhaler, bupropion, and varenicline.

Benefits shall not be subject to a Deductible, Copayment or Coinsurance, but are subject to all limitations or any other provisions of the Policy.

### BENEFITS FOR BIOMARKER TESTING

Benefits will be provided the same as any other Sickness for Biomarker Testing for the purposes of diagnosis, treatment, appropriate management, or ongoing monitoring of an Insured's Sickness when the test provides Clinical Utility as demonstrated by medical and scientific evidence, including any one of the following items:

- 1. Labeled indications for diagnostic tests approved or cleared by the United States Food and Drug Administration or indicated diagnostic tests for a drug approved by the United States Food and Drug Administration.
- 2. Warnings and precautions listed on a United States Food and Drug Administration approved drug label.
- 3. National Coverage Determinations of the Centers for Medicare and Medicaid Services or Local Coverage Determinations of Medicare Administrative Contractors.
- 4. Nationally Recognized Clinical Practice Guidelines.

"Biomarker" means a characteristic that is objectively measured and evaluated as an indicator of normal biological processes, pathogenic processes, or pharmacologic responses to a specific therapeutic intervention, including known genedrug interactions for medication being considered for use or currently administered. A biomarker includes but is not limited to gene mutations, characteristics of genes, or protein expression.

"Biomarker testing" means the analysis of an Insured's tissue, blood, or other biospecimen for the presence of a Biomarker. "Biomarker testing" includes but is not limited to single-analyte tests, multi-plex panel tests, protein expression, whole exome, whole genome, and whole transcriptome sequencing.

"Clinical utility" means a test result to provide information that is used in the formulation of a treatment or monitoring strategy that informs an Insured's outcome and impacts the clinical decision. The most appropriate test may include both information that is actionable and information that cannot be immediately used in the formulation of a clinical decision.

"Nationally recognized clinical practice guidelines" means evidence-based clinical guidelines developed by independent organizations or medical professional societies utilizing a transparent methodology and reporting structure and with a conflict-of-interest policy. The guidelines establish standards of care informed by a systematic review of evidence and an assessment of the benefits and risks of alternative care options and include recommendations intended to optimize patient care.

Benefits shall be subject to any Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

### BENEFITS FOR SEVERE OBESITY TREATMENT

Benefits will be provided the same as any other Sickness for Medically Necessary Severe Obesity treatment.

Benefits include, but are not limited to bariatric surgery recognized by the American Society for Metabolic and Bariatric Surgery. The Insured shall be at least eighteen years of age to be eligible for bariatric surgery coverage. Bariatric surgery coverage is limited to one surgical procedure per lifetime.

### Benefits also include:

- 1. Pre-operative psychological screening and counseling.
- 2. Behavior modification.
- 3. Nutritional counseling.
- 4. Post-operative follow-up.
- 5. Counseling of dietary, exercise, and lifestyle changes.

"Body mass index" means a practical marker used to assess the degree of obesity, calculated by dividing the weight in kilograms by the height in meters squared.

"Severe obesity" means either:

- 1. A Body Mass Index equal to or greater than forty kilograms per meter squared.
- 2. A Body Mass Index equal to or greater than thirty-five kilograms per meter squared along with an associate comorbidity including but not limited to hypertension, cardiopulmonary conditions, sleep apnea, or diabetes.

Benefits shall be subject to any Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# BENEFITS FOR URINARY AND SEXUAL DYSFUNCTION RELATED TO CANCER

Benefits will be provided the same as any other Sickness for the treatment of urinary and sexual dysfunction when the cause is directly related to cancer.

Benefits include, but are not limited to, the following when chosen by the Insured based on treatment recommendations made in consultation with the attending Physician:

- 1. Penile injections.
- 2. External pumps.
- 3. Surgical implants.

Consulting Physicians should consider recognized, evidence-based standards such as the guidelines of the National Comprehensive Cancer Network when making treatment recommendations.

Benefits shall be subject to any Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# **Section 8: Coordination of Benefits Provision**

The Coordination of Benefits (COB) provision applies when an Insured Person has health care coverage under more than one Plan. Plan is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense as provided for in §303A.(a.-e.) of Regulation 32.

### **DEFINITIONS**

- A. A Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
  - 1. Plan includes: group and nongroup insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
  - 2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage except those enumerated in LSA-R.S. 22:1000 A.3C; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

- B. This Plan means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care benefits is separate from this plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- C. The order of benefit determination rules determine whether This Plan is a Primary Plan or Secondary Plan when the Insured Person has health care coverage under more than one Plan. When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense.
- D. Allowable Expense is a health care service or expense, including Deductibles, Coinsurance and Copays, that is covered in full or at least in part by any Plan covering the Insured 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 or service that is not covered by any Plan covering the Insured Person is not an Allowable Expense.

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

- 1. The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.
- 2. If an Insured Person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary charges 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.
- 3. If an Insured Person is covered by two 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.
- 4. If an Insured Person is covered by one Plan that calculates its benefits or services on the basis of usual and customary charges 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.
- 5. The amount of any benefit reduction by the Primary plan because an Insured Person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.
- E. Closed Panel Plan is a Plan that provides health care benefits to an Insured Person 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.
- F. 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.
- G. We, Us, Our is the Company named in the Policy.

# ORDER OF BENEFIT DETERMINATION RULES

When an Insured Person is covered by two 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.
  - 1. Except as provided below, a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying plan is primary.
  - 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 contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.

- B. 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.
- C. 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 Insured 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 Insured Person as a Dependent is the Secondary Plan. However, if the Insured Person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the Insured Person as a Dependent; and primary to the Plan covering the Insured Person as other than a Dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the Insured 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.
    - 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 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 one 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:
        - a) The Plan covering the Custodial Parent;
        - b) The Plan covering the spouse of the Custodial Parent;
        - c) The Plan covering the non-custodial parent; and then
        - d) 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 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. For a Dependent child covered under spouse's plan:
      - i. 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.
      - ii. 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 an Insured 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 an Insured 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 an Insured 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 Insured Person as an employee, member, subscriber or retiree or covering the Insured 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 Insured Person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the Insured 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, Coinsurance, Copays and 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 two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.
- C. Effect on the Benefits of This Plan:
  - 1. When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans during a plan year or claim determination period are not more than 100 percent of total Allowable Expenses. The difference between the benefit payments that This Plan would have paid had it been the Primary Plan, and the benefit payments that it actually paid or provided shall be recorded as a benefit reserve for the Insured Person and used by This Plan to pay any Allowable Expenses, not otherwise paid during the claim determination period. As each claim is submitted, This Plan will:
    - a. determine its obligation to pay or provide benefits under its contract;
    - b. determine whether a benefit reserve has been recorded for the Insured Person; and
    - c. determine whether there are any unpaid Allowable Expenses during that claims determination period.
  - 2. If there is a benefit reserve, the Secondary Plan will use the Insured Person's benefit reserve to pay up to 100 percent of total Allowable Expenses incurred during the claim determination period. At the end of the claims determination period, the benefit reserve returns to zero. A new benefit reserve must be created for each new claim determination period.
  - 3. If an Insured Person is enrolled in two or more Closed Panel Plans, and if for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that plan and other Closed Panel Plans.

# RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. The Company 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 Insured Person claiming benefits. The Company need not tell, or get the consent of, any person to do this. Each Insured Person claiming benefits under This Plan must give the Company 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, the Company 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. The Company 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 the Company is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid; or any other person or organization that may be responsible for the benefits or services provided for the Insured Person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

### **COORDINATION OF BENEFITS - IMPORTANT NOTICE**

This is a summary of only a few of the provisions of the health plan to help the Insured Person understand coordination of benefits, which can be very complicated. This is not a complete description of all of the coordination rules and procedures, and does not change or replace the language contained in the insurance contract, which determines The Insured Person's benefits.

# **Double Coverage**

It is common for Dependents to be covered by more than one health care plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers.

When an Insured Person is covered by more than one health plan, state law permits insurers to follow a procedure called "coordination of benefits" to determine how much each should pay when an Insured Person has a claim. The goal is to make sure that the combined payments of all plans do not add up to more than the Insured Person's covered health care expenses.

Coordination of benefits (COB) is complicated and covers a wide variety of circumstances. This is only an outline of some of the most common ones. If the Insured's situation is not described, read the evidence of coverage or contact your state insurance department.

# Primary or Secondary?

The Insured Person will be asked to identify all the plans that cover Dependents. The Company needs this information to determine whether We are the "primary" or "secondary" benefit payer. The Primary Plan always pays first when the Insured Person has a claim.

Any Plan that does not contain the state's COB rules will always be primary.

# When This Plan is Primary

If the Insured Person or a Dependent is covered under another Plan in addition to this one, We will be primary when:

# The Insured Person's Own Expenses

The claim is for the Insured Person's own health care expenses, unless the Insured Person is covered by Medicare
and both the Insured Person and the Insured Person's spouse are retired.

# The Insured Person's Spouse's Expenses

• The claim is for the Insured Person's spouse, who is covered by Medicare, and neither the Insured Person or the spouse are retired.

# The Insured Person's Dependent Child's Expenses

- The claim is for the health care expenses of the Insured Person's child who is a Dependent under This Plan and
- The Insured Person is married and the Insured Person's birthday is earlier in the year than the Insured Person's spouse's or the Insured Person is living with another individual, regardless of whether or not the Insured Person has ever been married to that individual, and the Insured Person's birthday is earlier than that other individual's birthday. This is known as the "birthday rule"; or
- The Insured Person is separated or divorced and the Company has been informed of a court decree that makes the Insured Person responsible for the Dependent child's health care expenses; or
- There is no court decree, but the Insured Person has custody of the Dependent child.

### **Other Situations**

The Company will be primary when any other provisions of state or federal law require us to be.

# **How the Company Pays Claims When We Are Primary**

When the Company is the Primary Plan, We will pay the benefits in accordance with the terms of the Insured Person's contract, just as if the Insured Person had no other health care coverage under any other Plan.

### How the Company Pays Claims When We Are Secondary

The Company will be secondary whenever the rules do not require us to be primary.

When the Company is the Secondary Plan, We do not pay until after the Primary Plan has paid its benefits. We will then pay part or all of the Allowable Expenses left unpaid, as explained below. An Allowable Expense is a health care service or expense covered by one of the Plans, including Copays, Coinsurance and Deductibles.

- If there is a difference between the amount the Plans allow, We will base Our payment on the higher amount. However, if the Primary Plan has a contract with the provider, Our combined payments will not be more than the contract calls for. Health maintenance organizations (HMOs) and preferred provider organizations (PPOs) usually have contracts with their providers.
- We will determine Our payment by subtracting the amount the Primary Plan paid from the amount We would have paid if we had been primary.
  - We will use any savings to pay the balance of any unpaid Allowable Expenses covered by either Plan.
- If the Primary Plan covers similar kinds of health care expenses, but allows expenses that We do not cover, We will pay for those items as long as there is a balance in the Insured Person's benefit reserve, as explained below.
- We will not pay an amount the Primary Plan did not cover because the Insured Person did not follow its rules and procedures. For example, if the Insured Person's Plan has reduced its benefit because the Insured Person did not obtain pre-certification, as required by that Plan, we will not pay the amount of the reduction, because it is not an Allowable Expense.

# **Benefit Reserve**

When the Company is secondary, We often will pay less than We would have paid if we had been primary. Each time We "save" by paying less, We will put that savings into a benefit reserve. Each Dependent covered by This Plan has a separate benefit reserve. We use the benefit reserve to pay Allowable Expenses that are covered only partially by both Plans. To obtain a reimbursement, the Insured Person must show the Company what the Primary Plan has paid so We can calculate the savings. To make sure the Insured Person receives the full benefit or coordination, the Insured Person should submit all claims to each Plan. Savings can build up in the Insured Person's reserve for one year. At the end of the year any balance is erased, and a fresh benefit reserve begins for each Insured Person the next year as soon as there are savings on their claims.

# **Questions about Coordination of Benefits?**

Contact the State of Louisiana's Insurance Department

### **Notice to Insured Persons**

If an Insured Person is covered by more than one Plan, claims should be filed with each Plan.

Additionally, an Insured Person may request a paper or electronic version of the "Explanation for Secondary Plans on the Purpose and Use of the Benefit Reserve and How Secondary Plans Calculate Claims" notice. To request a copy of this notice, please contact the Company.

This notice is also available on the Louisiana Department of Insurance's website.

# **Section 9: Accidental Death and Dismemberment Benefits**

### Loss of Life. Limb or Sight

If an accidental Injury shall independently of all other causes and within 90 days from the date of Injury solely result in any one of the following specific losses, the Insured Person or Beneficiary may request the Company to pay the applicable amount below in addition to payment under the Medical Expense Benefits.

### For Loss Of

Life	\$10,000.00
Two or More Members	\$10,000.00
One Member	\$5,000.00
Thumb or Index Finger	\$2,500.00

Member means hand, arm, foot, leg, or eye. Loss shall mean with regard to hands or arms and feet or legs, dismemberment by severance at or above the wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight. Only one specific loss (the greater) resulting from any one Injury will be paid.

# **Section 10: Continuation Privilege**

All Insured Persons who have been continuously insured under the school's regular student policy for at least 3 consecutive months and who no longer meet the eligibility requirements under that policy are eligible to continue their coverage for a period of not more than 90 days under the school's policy in effect at the time of such continuation. If an Insured Person is still eligible for continuation at the beginning of the next Policy Year, the Insured must purchase coverage under the new policy as chosen by the school. Coverage under the new policy is subject to the rates and benefits selected by the school for that Policy Year.

# **Section 11: Definitions**

**ADOPTED OR FOSTER CHILD** means the adopted child or foster child placed with an Insured while that person is covered under the Policy. Such child will be covered from the moment of placement for the first 31 days. The Insured must notify the Company, in writing, of the adopted or foster child not more than 30 days after placement or adoption.

In the case of a newborn adopted child, coverage begins at the moment of birth if a written agreement to adopt such child has been entered into by the Insured prior to the birth of the child, whether or not the agreement is enforceable. However, coverage will not continue to be provided for an adopted child who is not ultimately placed in the Insured's residence.

Benefits will also be provided for another child placed in court-ordered temporary or other custody of the Insured from the moment of placement or when a child is placed in the Insured's home following an act of voluntary surrender.

The Insured will have the right to continue such coverage for the child beyond the first 31 days. To continue the coverage the Insured must, within the 31 days after the child's date of placement: 1) apply to us; and 2) pay the required additional premium, if any, for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 31 days after the child's date of placement.

**AIR AMBULANCE** means medical transport by rotary wing air ambulance or fixed wing air ambulance as defined in 42 CFR 414.605.

**ALLOWED AMOUNT** means the maximum amount the Company is obligated to pay for Covered Medical Expenses. Allowed amounts are determined by the Company or determined as required by law, as described below.

Allowed amounts are based on the following:

When Covered Medical Expenses are received from a Preferred Provider, allowed amounts are the Company's contracted fee(s) with that provider.

When Covered Medical Expenses are received from an Out-of-Network Provider as described below, allowed amounts are determined as follows:

- 1. For non-Medical Emergency Covered Medical Expenses received at certain Preferred Provider facilities from Out-of-Network Provider Physicians when such services are either: a) Ancillary Services; or b) non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the Public Health Service Act with respect to a visit as defined by the Secretary, the allowed amount is based on one of the following in the order listed below as applicable:
  - The reimbursement rate as determined by a state All Payer Model Agreement.
  - The reimbursement rate as determined by state law.
  - The initial payment made by the Company or the amount subsequently agreed to by the Out-of-Network Provider and the Company.
  - The amount determined by *Independent Dispute Resolution (IDR)*.

For the purpose of this provision, "certain Preferred Provider facilities" are limited to a hospital (as defined in 1861(e) of the Social Security Act), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the Social Security Act), an ambulatory surgical center (as described in section 1833(i)(1)(A) of the Social Security Act), and any other facility specified by the Secretary.

- 2. **For Emergency Services provided by an Out-of-Network Provider**, the allowed amount is based on one of the following in the order listed below as applicable:
  - The reimbursement rate as determined by a state All Payer Model Agreement.
  - The reimbursement rate as determined by state law.
  - The initial payment made by the Company or the amount subsequently agreed to by the Out-of-Network Provider and the Company.
  - The amount determined by *Independent Dispute Resolution (IDR)*.
- 3. **For Air Ambulance transportation provided by an Out-of-Network Provider**, the allowed amount is based on one of the following in the order listed below as applicable:
  - The reimbursement rate as determined by a state All Payer Model Agreement.
  - The reimbursement rate as determined by state law.

- The initial payment made by the Company or the amount subsequently agreed to by the Out-of-Network Provider and the Company.
- The amount determined by Independent Dispute Resolution (IDR).

When Covered Medical Expenses are received from an Out-of-Network Provider, except as described above, allowed amounts are determined based on either of the following:

- Negotiated rates agreed to by the Out-of-Network Provider and either the Company or one of Our vendors, affiliates
  or subcontractors.
- 2. If rates have not been negotiated, then one of the following amounts:
  - Allowed amounts are determined based on 140% of the published rates allowed by the Centers for Medicare
    and Medicaid Services (CMS) for Medicare for the same or similar service within the geographical market, with
    the exception of the following.
    - o 50% of CMS for the same or similar freestanding laboratory service.
    - 45% of CMS for the same or similar Durable Medical Equipment from a freestanding supplier, or CMS competitive bid rates.
    - 70% of CMS for the same or similar physical therapy service from a freestanding provider.
  - When a rate for all other services is not published by CMS for the service, the allowed amount is based on 20% of the provider's billed charge.

We update the CMS published rate data on a regular basis when updated data from CMS becomes available. These updates are typically put in place within 30 to 90 days after CMS updates its data.

**ANCILLARY SERVICES** means items and services provided by Out-of-Network Provider Physicians at a Preferred Provider facility that are any of the following:

- 1. Related to emergency medicine, anesthesiology, pathology, radiology, and neonatology.
- 2. Provided by assistant surgeons, hospitalists, and intensivists.
- 3. Diagnostic services, including radiology and laboratory services, unless such items and services are excluded from the definition of ancillary services as determined by the Secretary.
- 4. Provided by such other specialist practitioners as determined by the Secretary.
- 5. Provided by an Out-of-Network Provider Physician when no other Preferred Provider Physician is available.

**BENEFICIARY** means a person designated by an Insured Person, or by the terms of a health insurance benefit plan, who is or may become entitled to a benefit under the plan.

**COINSURANCE** means the percentage of Covered Medical Expenses that the Company pays.

**COMPLICATION OF PREGNANCY** means a condition: 1) caused by pregnancy; 2) requiring medical treatment prior to, or subsequent to termination of pregnancy; 3) the diagnosis of which is distinct from pregnancy; and 4) which constitutes a classifiably distinct complication of pregnancy. A condition simply associated with the management of a difficult pregnancy is not considered a complication of pregnancy.

**CONGENITAL CONDITION** means a medical condition or physical anomaly arising from a defect existing at birth.

**COPAY/COPAYMENT** means a specified dollar amount that the Insured is required to pay for certain Covered Medical Expenses.

**COVERED MEDICAL EXPENSES** means health care services and supplies which are all of the following:

- 1. Provided for the purpose of preventing, evaluating, diagnosing or treating a Sickness or Injury.
- 2. Medically Necessary.
- 3. Specified as a covered medical expense in this Certificate under the Medical Expense Benefits or in the Schedule of Benefits.
- 4. Not in excess of the Allowed Amount or the Recognized Amount when applicable.
- 5. Not in excess of the maximum benefit payable per service as specified in the Schedule of Benefits.
- 6. Not excluded in this Certificate under the Exclusions and Limitations.
- 7. In excess of the amount stated as a Deductible, if any.

Covered Medical Expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

**CUSTODIAL CARE** means services that are any of the following:

- 1. Non-health related services, such as assistance with activities of daily living, including eating, dressing, bathing, transferring, and ambulating.
- 2. Health-related services that are provided for the primary purpose of meeting the personal needs of the patient or maintaining a level of function (even if the specific services are considered to be skilled services), as opposed to improving that function to an extent that might allow for a more independent existence.
- 3. Services that do not require continued administration by trained medical personnel in order to be delivered safely and effectively.

**DAY REHABILITATION PROGRAM** means a program that provides greater than one (1) hour of rehabilitative services upon discharge from an Inpatient confinement.

**DEDUCTIBLE** means if an amount is stated in the Schedule of Benefits or any endorsement to the Policy as a deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The deductible will apply as specified in the Schedule of Benefits.

**DEPENDENT** means the legal spouse or Domestic Partner of the Named Insured and their dependent children. Children shall cease to be dependent at the end of the enrollment period in which they attain the age of 26 years.

Dependent shall also mean a grandchild until the age of 26 who is in the legal custody of and residing with the grandparent who is the Named Insured.

The attainment of the limiting age will not operate to terminate the coverage of such child while the child:

- 1. Is incapable of self-sustaining employment by reason of intellectual or physical disability.
- 2. Became so incapable prior to the attainment of age 26.
- 3. Is chiefly dependent upon the Insured Person for support and maintenance.

Proof of such incapacity and dependency shall be furnished to the Company: 1) by the Named Insured; and, 2) within 31 days of the child's attainment of the limiting age. Subsequently, such proof must be given to the Company annually after the two year period following the child's attainment of the limiting age.

If a claim is denied under the Policy because the child has attained the limiting age for dependent children, the burden is on the Insured Person to establish that the child is and continues to be intellectually or physically disabled as defined by subsections (1) and (2).

**DOMESTIC PARTNER** means a person who is neither married nor related by blood or marriage to the Named Insured but who:

- 1. Is the Named Insured's sole spousal equivalent.
- 2. Lives together with the Named Insured in the same residence and intends to do so indefinitely.
- 3. Is responsible with the Named Insured for each other's welfare.

A domestic partner relationship may be demonstrated by any three of the following types of documentation:

- 1. A joint mortgage or lease.
- 2. Designation of the domestic partner as beneficiary for life insurance.
- 3. Designation of the domestic partner as primary beneficiary in the Named Insured's will.
- 4. Domestic partnership agreement.
- 5. Powers of attorney for property and/or health care.
- 6. Joint ownership of either a motor vehicle, checking account or credit account.

**ELECTIVE SURGERY OR ELECTIVE TREATMENT** means those health care services or supplies that do not meet the health care need for a Sickness or Injury. Elective surgery or elective treatment includes any service, treatment or supplies that: 1) are deemed by the Company to be research or experimental; or 2) are not recognized and generally accepted medical practices in the United States.

# **EMERGENCY SERVICES** means, with respect to a Medical Emergency, both:

- 1. An appropriate medical screening examination that is within the capability of the emergency department of a Hospital or an Independent Freestanding Emergency Department, including Ancillary Services routinely available to the emergency department to evaluate such emergency medical condition.
- 2. Such further medical examination and treatment to stabilize the patient to the extent they are within the capabilities of the staff and facilities available at the Hospital or an Independent Freestanding Emergency Department to stabilize the patient (regardless of the department of the Hospital in which such further exam or treatment is provided). For the purpose of this definition, "to stabilize" has the meaning as given such term in section 1867(e)(3) of the Social Security Act (42 U.S.C. 1395dd(e)(3)).

Emergency services include items and services otherwise covered under the Policy when provided by an Out-of-Network Provider or facility (regardless of the department of the Hospital in which the items and services are provided) after the patient is stabilized and as part of outpatient observation, or an Inpatient stay or outpatient stay that is connected to the original emergency medical condition, unless each of the following conditions are met:

- 1. The attending Physician or treating provider for the Medical Emergency determines the patient is able to travel using nonmedical transportation or non-emergency medical transportation to an available Preferred Provider or Preferred Provider facility located within a reasonable distance taking into consideration the patient's medical condition.
- 2. The provider furnishing the additional items and services satisfied the notice and consent criteria in accordance with applicable law.
- 3. The patient is in such a condition to receive information as stated in 2 above and to provide informed consent in accordance with applicable law.
- 4. The provider or facility satisfied any additional requirements or prohibitions as may be imposed by state law.

The above conditions do not apply to unforeseen or urgent medical needs that arise at the time the service is provided regardless of whether notice and consent criteria has been satisfied.

**GENERALLY ACCEPTED STANDARDS OF MEDICAL PRACTICE** means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials, or, if not available, observational studies from more than one institution that suggest a causal relationship between the service or treatment and health outcomes.

If no credible scientific evidence is available, then standards that are based on Physician specialty society recommendations or professional standards of care may be considered. The Company has the right to seek expert opinion in determining whether services are Medically Necessary. The decision to apply Physician specialty society recommendations, the choice of expert, and the determination of when to use such expert opinion shall be determined by the Company.

The Company develops and maintains clinical policies that describe the generally accepted standards of medical practice scientific evidence, prevailing medical standards, and clinical guidelines supporting the Company's determinations regarding specific services. These clinical policies are available through UHCprovider.com.

**HABILITATIVE SERVICES** means health care services and devices that help a person keep, learn, or improve skills and functions for daily living when administered by a Physician pursuant to a treatment plan. Habilitative services include occupational therapy, physical therapy, speech therapy, and other services for people with disabilities.

Habilitative services do not include Elective Surgery or Elective Treatment or services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and residential treatment are not habilitative services.

A service that does not help the Insured Person to meet functional goals in a treatment plan within a prescribed time frame is not a habilitative service.

**HOSPITAL** means a licensed or properly accredited general hospital which is all of the following:

- 1. Open at all times.
- 2. Operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients.
- 3. Under the supervision of a staff of one or more legally qualified Physicians available at all times.
- 4. Continuously provides on the premises 24 hour nursing service by Registered Nurses.
- 5. Provides organized facilities for diagnosis and major surgery on the premises.
- 6. Not primarily a clinic, nursing, rest or convalescent home.

For the purpose of Mental Illness or Substance Use Disorder treatment, the surgery requirement does not apply.

**HOSPITAL CONFINED/HOSPITAL CONFINEMENT** means confinement as an Inpatient in a Hospital by reason of an Injury or Sickness for which benefits are payable.

**INDEPENDENT FREESTANDING EMERGENCY DEPARTMENT** means a health care facility that: 1) is geographically separate and distinct and licensed separately from a Hospital under applicable state law; and 2) provides Emergency Services.

**INJURY** means bodily injury which is all of the following:

- 1. Directly and independently caused by specific accidental contact with another body or object.
- 2. Unrelated to any pathological, functional, or structural disorder.
- 3. A source of loss.
- 4. Treated by a Physician within 30 days after the date of accident.

All injuries sustained in one accident, including all related conditions and recurrent symptoms of these injuries will be considered one injury. Injury does not include loss which results wholly or in part, directly or indirectly, from disease or other bodily infirmity. Covered Medical Expenses incurred as a result of an injury that occurred prior to the Policy's Effective Date will be considered a Sickness under the Policy.

**INPATIENT** means an uninterrupted confinement that follows formal admission to a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility by reason of an Injury or Sickness for which benefits are payable under the Policy.

**INPATIENT REHABILITATION FACILITY** means a long term acute inpatient rehabilitation center, a Hospital (or special unit of a Hospital designated as an inpatient rehabilitation facility) that provides rehabilitation health services on an Inpatient basis as authorized by law.

**INSURED PERSON** means: 1) the Named Insured; and, 2) Dependents of the Named Insured, if: 1) the Dependent is properly enrolled in the Policy, and 2) the appropriate Dependent premium has been paid. The term Insured also means Insured Person.

**INTENSIVE CARE** means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the intensive care unit. Intensive care does not mean any of these step-down units:

- 1. Progressive care.
- 2. Sub-acute intensive care.
- 3. Intermediate care units.
- Private monitored rooms.
- 5. Observation units.
- 6. Other facilities which do not meet the standards for intensive care.

**MEDICAL EMERGENCY** means a medical condition (including Mental Illness and Substance Use Disorder) manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention would result in any of the following:

- 1. Placement of the Insured's health in jeopardy.
- 2. Serious impairment of bodily functions.
- 3. Serious dysfunction of any body organ or part.
- 4. In the case of a pregnant woman, serious jeopardy to the health of the fetus.

Expenses incurred for Medical Emergency will be paid only for Sickness or Injury which fulfills the above conditions.

**MEDICAL NECESSITY/MEDICALLY NECESSARY** means those services or supplies provided or prescribed by a Hospital or Physician which are all of the following:

- 1. Essential for the symptoms and diagnosis or treatment of the Sickness or Injury.
- 2. Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury.
- 3. In accordance with Generally Accepted Standards of Medical Practice.
- 4. Not primarily for the convenience of the Insured, or the Insured's Physician.
- 5. The most clinically appropriate supply, frequency, duration, or level of service which can safely be provided to the Insured.

The Medical Necessity of being confined as an Inpatient means that both:

- 1. The Insured requires acute care as a bed patient.
- 2. The Insured cannot receive safe and adequate care as an outpatient.

No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Inpatient confinement.

**MEDICARE** means Parts A, B, C and D of the insurance program established by Title XVIII, United States Social Security Act, as amended by 42 U.S.C. Sections 1394, et seg. and as later amended.

**MENTAL ILLNESS** means a Sickness that is a mental, emotional or behavioral disorder listed in the mental health or psychiatric diagnostic categories in the current Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association. The fact that a disorder is listed in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association does not mean that treatment of the disorder is a Covered Medical Expense. If not excluded or defined elsewhere in the Policy, all mental health or psychiatric diagnoses are considered one Sickness.

**NAMED INSURED** means an eligible, registered student of the Policyholder, if: 1) the student is properly enrolled in the Policy; and 2) the appropriate premium for coverage has been paid.

**NEWBORN INFANT** means any child born of an Insured while that person is insured under the Policy. Newborn Infants will be covered under the Policy for the first 31 days after birth or date of discharge, whichever is later. Coverage for such a child will be for Injury or Sickness, including medically diagnosed Congenital Conditions, birth abnormalities, prematurity and nursery care; benefits will be the same as for the Insured Person who is the child's parent.

The Insured will have the right to continue such coverage for the child beyond the first 31 days after birth or date of discharge. To continue the coverage the Insured must, within the 31 days after the child's birth: 1) apply to the Company; and 2) pay the required additional premium, if any, for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 31 days after the child's birth.

In addition, an Insured Person shall be authorized to add a newborn child to this coverage at any time prior to the child's birth to be effective upon the date of the child's birth. Such coverage shall be subject to payment of the required additional premium, if any, for the child's coverage.

**OUT-OF-NETWORK PROVIDER** means a provider who does not have a contract with the Company to provide services to Insured Persons.

**OUT-OF-POCKET MAXIMUM** means the amount of Covered Medical Expenses that must be paid by the Insured Person before Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year. Refer to the Schedule of Benefits for details on how the out-of-pocket maximum applies.

**PHYSICIAN** means a legally qualified licensed practitioner of the healing arts who provides care within the scope of his/her license, other than a member of the person's immediate family.

The term "member of the immediate family" means any person related to an Insured Person within the third degree by the laws of consanguinity or affinity.

**PHYSIOTHERAPY** means short-term outpatient rehabilitation therapies (including Habilitative Services) administered by a Physician.

**POLICY OR MASTER POLICY** means the entire agreement issued to the Policyholder that includes all of the following:

- 1. The Policy.
- 2. The Policyholder Application.
- 3. The Certificate of Coverage.
- 4. The Schedule of Benefits.
- 5. Amendments.

POLICY YEAR means the period of time beginning on the Policy Effective Date and ending on the Policy Termination Date.

POLICYHOLDER means the institution of higher education to whom the Master Policy is issued.

**PREFERRED PROVIDER** means a provider that has a participation agreement in effect (either directly or indirectly) with the Company or Our affiliates to participate in Our preferred provider network. Our affiliates are those entities affiliated with the Company through common ownership or control with Us or with Our ultimate corporate parent, including direct and indirect subsidiaries.

# **PRESCRIPTION DRUGS** means any of the following:

- 1. Prescription legend drugs.
- 2. Compound medications of which at least one ingredient is a prescription legend drug.
- 3. Any other drugs which under the applicable state or federal law may be dispensed only upon written prescription of a Physician.
- 4. Injectable insulin.

**RECOGNIZED AMOUNT** means the amount which any Copayment, Coinsurance, and applicable Deductible is based on for the below Covered Medical Expenses when provided by Out-of-Network Providers:

- 1. Out-of-Network Emergency Services.
- 2. Non-Emergency Services received at certain Preferred Provider facilities by Out-of-Network Provider Physicians, when such services are either Ancillary Services or non-Ancillary Services that have not satisfied the notice and consent criteria of section 2799B-2(d) of the Public Health Service Act. For the purpose of this provision, "certain Preferred Provider facilities" are limited to a hospital (as defined in 1861(e) of the Social Security Act), a hospital outpatient department, a critical access hospital (as defined in 1861(mm)(1) of the Social Security Act), an ambulatory surgical center described in section 1833(i)(1)(A) of the Social Security Act, and any other facility specified by the Secretary.

The amount is based on one of the following in order listed below as applicable:

- 1. An All Payer Model Agreement if adopted.
- 2. State law.
- 3. The lesser of the qualifying payment amount as determined under applicable law or the amount billed by the provider or facility.

The recognized amount for Air Ambulance services provided by an Out-of-Network Provider will be calculated based on the lesser of the qualifying payment amount as determined under applicable law or the amount billed by the Air Ambulance service provider.

**Note:** Covered Medical Expenses that use the recognized amount to determine the Insured's cost sharing may be higher or lower than if cost sharing for these Covered Medical Expenses were determined based on an Allowed Amount.

**REGISTERED NURSE** means a professional nurse (R.N.) who is not a member of the Insured Person's immediate family.

**RESIDENTIAL TREATMENT CENTER** means a twenty-four (24) hour, non-acute care treatment setting for the active treatment of specific impairments of Mental Illness or Substance Use Disorder.

**SECRETARY** means the term secretary as that term is applied in the *No Surprises Act* of the *Consolidated Appropriations Act (P.L. 116-260)*.

**SICKNESS** means sickness or disease of the Insured Person which causes loss while the Insured Person is covered under the Policy. All related conditions and recurrent symptoms of the same or a similar condition will be considered one sickness.

Covered Medical Expenses incurred as a result of an Injury that occurred prior to the Policy's Effective Date will be considered a sickness under the Policy.

SKILLED NURSING FACILITY means a Hospital or nursing facility that is licensed and operated as required by law.

**SOUND, NATURAL TEETH** means natural teeth where the major portion of the individual tooth is present and includes those which are capped, crowned or attached by way of a crown or cap to a bridge. Sound, natural teeth may have fillings or root canals but may not be carious, abscessed, or defective.

**SUBSTANCE USE DISORDER** means a Sickness that is listed as an alcoholism and substance use disorder in the current Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association. The fact that a disorder is listed in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association does not mean that treatment of the disorder is a Covered Medical Expense. If not excluded or defined elsewhere in the Policy, all alcoholism and substance use disorders are considered one Sickness.

#### **TELEHEALTH** means:

- 1. Healthcare services, including behavioral health services, provided by a Physician, to an Insured through the use of electronic communications, information technology, asynchronous store-and-forward transfer technology, or synchronous interaction between a Physician at a distant site and an Insured at an originating site, including but not limited to assessment of, diagnosis of, consultation with, treatment of, and remote monitoring of a patient, and transfer of medical data.
- 2. The practice of health care delivery, diagnosis, consultation, treatment, and transfer of medical data by a Physician using technology that enables the Physician and an Insured at two locations separated by distance to interact. Such technology may include electronic communications, information technology, asynchronous store-and-forward transfer technology, or technology that facilitates synchronous interaction between a Physician at a distant site and an Insured at an originating site.

**URGENT CARE CENTER** means an entity that provides treatment required to prevent serious deterioration of the Insured Person's health as a result of an unforeseen Sickness, Injury, or the onset of acute or severe symptoms.

#### **Section 12: Exclusions and Limitations**

No benefits will be paid for: a) loss or expense caused by, contributed to, or resulting from; or b) treatment, services or supplies for, at, or related to any of the following:

- 1. Acupuncture.
- 2. Addiction, such as:
  - · Caffeine addiction.
  - Non-chemical addiction, such as: gambling, sexual, spending, shopping, working and religious.
  - Codependency.
- 3. Behavioral problems. Conceptual disability. Developmental delay or disorder or intellectual disability, except for the treatment of ADHD and as specifically provided in Benefits for the Diagnosis and Treatment of Autism Spectrum Disorders. Learning disabilities. Milieu therapy. Parent-child problems.
  - This exclusion does not apply to benefits specifically provided in the Policy.
- 4. Cosmetic procedures, except reconstructive procedures to:
  - Correct an Injury or treat a Sickness for which benefits are otherwise payable under the Policy. The primary result of the procedure is not a changed or improved physical appearance.
  - Treat or correct a Congenital Condition existing at or from birth which significantly interferes with normal bodily function, such as cleft lip and cleft palate.
- 5. Custodial Care.
  - Care provided in: rest homes, health resorts, homes for the aged, halfway houses, college infirmaries or places mainly for domiciliary or Custodial Care.
  - Extended care in treatment or substance abuse facilities for domiciliary or Custodial Care.
- 6. Dental treatment, except:
  - For accidental Injury to Sound, Natural Teeth.
  - As described under Dental Treatment and Oral Surgery in the Policy.
  - This exclusion does not apply to benefits specifically provided in Pediatric Dental Services.
- 7. Elective Surgery or Elective Treatment.
- 8. Health spa or similar facilities. Strengthening programs.
- 9. Hearing examinations. Hearing aids. Other treatment for hearing defects and hearing loss. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process. This exclusion does not apply to:

- Hearing defects or hearing loss as a result of a Congenital Condition, infection, or Injury.
- An implantable bone conduction hearing aid.
- Benefits specifically provided in the Policy.
- 10. Hirsutism. Alopecia.
- 11. Hypnosis.
- 12. Immunizations, except as specifically provided in the Policy. Preventive medicines or vaccines, except where required for treatment of a covered Injury or as specifically provided in the Policy.
- 13. Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation.
- 14. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any other valid and collectible insurance, except when due to the fault of a third party.
- 15. Injury sustained while:
  - Participating in any intercollegiate or professional sport, contest or competition.
  - Traveling to or from such sport, contest or competition as a participant.
  - Participating in any practice or conditioning program for such sport, contest or competition.
- 16. Investigational services.
- 17. Lipectomy.
- 18. Participation in a riot or civil disorder. Commission of or attempt to commit a felony. Fighting, except in self-defense.
- 19. Prescription Drugs, services or supplies as follows:
  - Therapeutic devices or appliances, including: support garments and other non-medical substances, regardless of intended use, except as specifically provided in the Policy.
  - Immunization agents, except as specifically provided in the Policy.
  - Drugs labeled, "Caution limited by federal law to investigational use" or experimental drugs. This exclusion does not apply to cancer treatment drugs not approved by the United States Food and Drug Administration if the drug is recognized for the treatment of cancer in a standard reference compendia or in substantially accepted peer-reviewed medical literature.
  - Products used for cosmetic purposes.
  - Drugs used to treat or cure baldness. Anabolic steroids used for body building.
  - Anorectics drugs used for the purpose of weight control.
  - Fertility agents or sexual enhancement drugs.
  - Growth hormones, except for chronic renal insufficiency, AIDS wasting, Turner's Syndrome, and growth hormone deficiency with abnormal provocative stimulation testing.
  - Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.
- 20. Reproductive services for the following, except as specifically provided in the Policy:
  - Procreative counseling.
  - Genetic counseling and genetic testing.
  - Cryopreservation of reproductive materials. Storage of reproductive materials.
  - Fertility tests
  - Infertility treatment (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception.
  - Premarital examinations.
  - Impotence, organic or otherwise.
  - Reversal of sterilization procedures.
- 21. Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study, except as specifically provided in the Policy.
- 22. Routine eye examinations. Eye refractions. Eyeglasses. Contact lenses. Prescriptions or fitting of eyeglasses or contact lenses. Vision correction surgery. Treatment for visual defects and problems.

This exclusion does not apply as follows:

- When due to a covered Injury or disease process.
- To benefits specifically provided in Pediatric Vision Services.
- To the initial fitting and one pair of eyeglasses or contact lenses required following cataract surgery.
- 23. Routine Newborn Infant Care and well-baby nursery and related Physician charge, except as specifically provided in the Policy.
- 24. Preventive care services which are not specifically provided in the Policy, including:
  - Routine physical examinations and routine testing.
  - Preventive testing or treatment.
  - Screening exams or testing in the absence of Injury or Sickness.

- 25. Skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia. Temporomandibular joint dysfunction. Deviated nasal septum, including submucous resection and/or other surgical correction thereof. Nasal and sinus surgery, except for treatment of a covered Injury or treatment of chronic sinusitis.
- 26. Speech therapy, except as specifically provided in the Policy. Naturopathic services.
- 27. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional, except as specifically provided in the Policy.
- 28. Supplies, except as specifically provided in the Policy.
- 29. Surgical breast reduction, breast augmentation, breast implants or breast prosthetic devices, or gynecomastia, except as specifically provided in the Policy.
- 30. Treatment in a Government hospital, unless there is a legal obligation for the Insured Person to pay for such treatment.
- 31. War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).
- 32. Weight management. Weight reduction. Nutrition programs. Surgery for removal of excess skin or fat. This exclusion does not apply to benefits specifically provided in the Policy.

# Section 13: How to File a Claim for Injury and Sickness Benefits

In the event of Injury or Sickness, students should:

- 1. Report to the Student Health Center for treatment or referral, or when not in school, to their Physician or Hospital.
- 2. Insureds can submit claims online in their My Account at www.uhcsr.com/MyAccount or submit claims by mail. If submitting by mail, send to the address below all medical and hospital bills along with the patient's name and Insured student's name, address, SR ID number (Insured's insurance Company ID number) and name of the university under which the student is insured. A Company claim form is not required for filing a claim.
- 3. Submit claims for payment within 90 days after the date of service. If the Insured doesn't provide this information within one year of the date of service, benefits for that service may be denied at our discretion. This time limit does not apply if the Insured is legally incapacitated.

If submitting a claim by mail, send the above information to the Company at:

UnitedHealthcare Student Resources P.O. Box 809025 Dallas, TX 75380-9025

# **Section 14: General Provisions**

**GRACE PERIOD:** This Policy has a 30 day grace period for premium payment. If any premium after the first premium is not paid on or before its due date, it may be paid during the following 30 days. During the grace period, this Policy will remain in force.

**NOTICE OF CLAIM:** Written notice of claim must be given to the Company within 90 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Named Insured to the Company, P.O. Box 809025, Dallas, Texas 75380-9025 with information sufficient to identify the Named Insured shall be deemed notice to the Company.

**CLAIM FORMS:** Claim forms are not required.

**PROOF OF LOSS:** Written proof of loss must be furnished to the Company at its said office within 90 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to furnish proof. In no event except in the absence of legal capacity shall written proofs of loss be furnished later than one year from the time proof is otherwise required.

**TIME OF PAYMENT OF CLAIM:** Indemnities payable under the Policy for any loss will be paid immediately upon receipt of due written proof of such loss.

**PAYMENT OF CLAIMS:** All or a portion of any indemnities provided by the Policy may, at the Company's option, be paid directly to the Hospital or person rendering such service, unless the Named Insured requests otherwise in writing not later than the time of filing proofs of such loss.

Indemnities provided under the Policy for any of the Out-of-Network Provider services listed in the *No Surprises Act* of the *Consolidated Appropriations Act* (*P.L. 116-260*) will be paid directly to the Provider.

When an Out-of-Network Provider files a claim for Covered Medical Expenses for services related to a Medical Emergency, the Company shall reimburse the Out-of-Network Provider directly. Under no circumstances shall such payment be made directly to the Insured Person.

Non-electronic Claims: Unless otherwise required by the *No Surprises Act of the Consolidated Appropriations Act (P.L. 116-260)*, upon receipt of due written proof of loss submitted by a provider within 45 days of the date of service or date of discharge, the Company shall have 45 working days to pay, deny, or pend the claim. If due written proof of loss is submitted by a provider more than 45 days after the date of service or date of discharge, the Company shall have 60 working days to pay, deny, or pend the claim. Any written proof of loss submitted by an Insured shall be paid, denied, or pended within 45 working days from the date the Company receives the clean claim. These time limits do not apply if the claim could not be processed due to just and reasonable grounds which require the Company to investigate the claim further.

Electronic Claims: Unless otherwise required by the *No Surprises Act of the Consolidated Appropriations Act (P.L. 116-260)*,upon receipt of due electronic proof of loss, the Company shall have 25 working days to pay, deny, or pend the claim. If due written proof of loss is submitted by a provider more than 45 days after the date of service or date of discharge, the Company shall have 60 working days to pay, deny, or pend the claim. Any written proof of loss submitted by an Insured shall be paid, denied, or pended within 45 working days from the date the Company receives the clean claim. These time limits do not apply if the claim could not be processed due to just and reasonable grounds which require the Company to investigate the claim further.

For any claim that is pended, the Company shall provide either written notice of the pendency or allow the provider internet access to such information.

**PHYSICAL EXAMINATION:** As a part of Proof of Loss, the Company at its own expense shall have the right and opportunity: 1) to examine the person of any Insured Person when and as often as it may reasonably require during the pendency of a claim; and, 2) to have an autopsy made in case of death where it is not forbidden by law. The Company has the right to secure a second opinion regarding treatment or hospitalization. Failure of an Insured to present himself or herself for examination by a Physician when requested shall authorize the Company to: (1) withhold any payment of Covered Medical Expenses until such examination is performed and Physician's report received; and (2) deduct from any amounts otherwise payable hereunder any amount for which the Company has become obligated to pay to a Physician retained by the Company to make an examination for which the Insured failed to appear. Said deduction shall be made with the same force and effect as a Deductible herein defined.

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proofs of loss have been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of one year after the time written proofs of loss are required to be furnished.

**SUBROGATION:** The Company shall be subrogated to all rights of recovery which any Insured Person has against any person, firm or corporation to the extent of payments for benefits made by the Company to or for benefit of an Insured Person. The Insured will be made whole or fully compensated before the Company subrogates. The Insured shall execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights to the Company. The Company will pay its portion of the Insured's attorneys' fees or other costs associated with a claim or lawsuit to the extent that the Company recovers any portion of the benefits paid pursuant to this provision.

**RIGHT OF RECOVERY:** Payments made by the Company which exceed the Covered Medical Expenses (after allowance for Deductible and Coinsurance clauses, if any) payable hereunder shall be recoverable by the Company from or among any persons, firms, or corporations to or for whom such payments were made or from any insurance organizations who are obligated in respect of any covered Injury or Sickness as their liability may appear. The Company will pay its portion of the Insured's attorneys' fees or other costs associated with a claim or lawsuit to the extent that the Company recovers any portion of the benefits paid under this policy pursuant to this provision.

The Company has the right to reduce, offset, adjust, or lower the payment of a claim or any other amount owed to a health care provider for any reason unrelated to that claim or amount owed to the provider. Prior to any recoupment unrelated to a claim for payment of Covered Medical Services, the Company shall provide the provider with written notification that includes the name of the Insured, the dates of service, and an explanation of the reason for recoupment. The provider has thirty days from receipt of the notification to submit a written appeal the recoupment action. If no written appeal is submitted, the Company shall consider the recoupment accepted. If a recoupment is accepted, the provider may remit the agreed amount to the Company at the time of any written notification of acceptance or the provider may indicate that the Company shall deduct the agreed upon amount from future payments due.

If a provider disputes the Company's written notification of recoupment and a contract exists between the provider and the Company, the dispute shall be resolved according to the general dispute resolution provisions in the contract. If no contract exists between the provider and the Company, the dispute shall be resolved as any other dispute under Civil Code Article 2299 et seq. If the recoupment directly affects the payment responsibility of the Insured, the Company shall provide a revised explanation of benefits to the provider and the Insured for whose claim the recoupment is being made. Unless the recoupment of a claim payment directly affects the payment responsibility of the Insured, the recoupment shall not result in any increased liability of the Insured.

The Company shall not retroactively deny, adjust, or seek recoupment or refund of a paid claim for expanses submitted by a provider for Covered Medical Expenses rendered in good faith and pursuant to the Policy after the expiration of 18 months from the date the initial claim was paid. This shall not be construed to supersede any provision of law that prescribes a time period of less than eighteen months for the retroactive denial of payment or recoupment of monies paid for a claim or the reconsideration of the validity of a claim.

**MORE THAN ONE POLICY:** Insurance effective at any one time on the Insured Person under a like policy, or policies in this Company is limited to the one such policy elected by the Insured Person, his Beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

# **Section 15: Notice of Appeal Rights**

# RIGHT TO INTERNAL APPEAL Standard Internal Appeal

The Insured Person has the right to request an Internal Appeal if the Insured Person disagrees with the Company's denial, in whole or in part, of a claim or request for benefits. The Insured Person, or the Insured Person's Authorized Representative, must submit a written request for an Internal Appeal within 180 days of receiving a notice of the Company's Adverse Determination.

The written Internal Appeal request should include:

- 1. A statement specifically requesting an Internal Appeal of the decision;
- 2. The Insured Person's Name and ID number (from the ID card);
- 3. The date(s) of service;
- 4. The provider's name;
- 5. The reason the claim should be reconsidered; and
- 6. Any written comments, documents, records, or other material relevant to the claim.

Please contact the Customer Service Department at 866-808-8266 with any questions regarding the Internal Appeal process. The written request for an Internal Appeal should be sent to: UnitedHealthcare Student Resources, PO Box 809025, Dallas, TX 75380-9025.

# **Internal Appeal Process**

Within 180 days after receipt of a notice of an Adverse Determination, an Insured Person or an Authorized Representative may submit a written request for an Internal Review of an Adverse Determination.

Upon receipt of the request for an Internal Review, the Company shall provide the Insured Person with the name, address and telephone of the employee or department designated to coordinate the Internal Review for the Company. With respect to an Adverse Determination involving Utilization Review, the Company shall designate an appropriate clinical peer(s) of the same or similar specialty as would typically manage the case which is the subject of the Adverse Determination. The clinical peer(s) shall not have been involved in the initial Adverse Determination.

Within three working days after receipt of the grievance, the Company shall provide notice that the Insured Person or Authorized Representative is entitled to:

- 1. Submit written comments, documents, records, and other material relating to the request for benefits to be considered when conducting the Internal Review; and
- 2. Receive from the Company, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Insured Person's request for benefits.

Prior to issuing or providing a notice of Final Adverse Determination, the Company shall provide, free of charge and as soon as possible:

- 1. Any new or additional evidence considered by the Company in connection with the grievance; and
- 2. Any new or additional rationale upon which the decision was based.

The Insured Person or Authorized Representative shall have 10 calendar days to respond to any new or additional evidence or rationale.

For a Retrospective Review, the Company shall make a determination within 30 business days after receiving all Necessary Information. Notice of the Company's Retrospective Review determination will be provided in writing to the Insured within three business days.

The Company shall issue a Final Adverse Decision in writing or electronically to the Insured Person or the Authorized Representative as follows:

- 1. For a Prospective Review, the notice shall be made no later than 30 days after the Company's receipt of the grievance.
- 2. For a Retrospective Review, the notice shall be made no later than 60 days after the Company's receipt of the grievance.

Time periods shall be calculated based on the date the Company receives the request for the Internal Review, without regard to whether all of the information necessary to make the determination accompanies the request.

The written notice of Final Adverse Determination for the Internal Review shall include:

- 1. The titles and qualifying credentials of the reviewers participating in the Internal Review;
- 2. Information sufficient to identify the claim involved in the grievance, including the following:
  - a. The date of service;
  - b. The name health care provider; and
  - c. The claim amount;
- 3. A statement that the diagnosis code and treatment code and their corresponding meanings shall be provided to the Insured Person or the Authorized Representative, upon request;
- 4. For an Internal Review decision that upholds the Company's original Adverse Determination:
  - a. The specific reason(s) for the Final Adverse Determination, including the denial code and its corresponding meaning, as well as a description of the Company's standard, if any, that was used in reaching the denial;
  - b. Reference to the specific Policy provisions upon which the determination is based;
  - c. A statement that the Insured Person is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Insured Person's benefit request;
  - d. If applicable, a statement that the Company relied upon a specific internal rule, guideline, protocol, or similar criterion and that a copy will be provided free of charge upon request;
  - e. If the Final Adverse Determination is based on a Medical Necessity or experimental or investigational treatment or similar exclusion or limitation, a statement that an explanation will be provided to the Insured Person free of charge upon request;
  - f. Instructions for requesting: (i) a copy of the rule, guideline, protocol or other similar criterion relied upon to make the Final Adverse Determination; and (ii) the written statement of the scientific or clinical rationale for the determination;
- 5. A description of the procedures for obtaining an External Independent Review of the Final Adverse Determination pursuant to the State's External Review legislation;
- 6. The Insured Person's right to bring a civil action in a court of competent jurisdiction; and
- 7. Notice of the Insured Person's right to contact the commissioner's office for assistance with respect to any claim, grievance or appeal at any time, including the telephone number and address of the commissioner's office.

#### **Expedited Internal Review**

For Urgent Care Requests, an Insured Person may submit a request, either orally or in writing, for an Expedited Internal Review (EIR).

An Urgent Care Request means a request for services or treatment where the time period for completing a standard Internal Appeal:

- 1. Could seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
- 2. Would, in the opinion of a Physician with knowledge of the Insured Person's medical condition, subject the Insured Person to severe pain that cannot be adequately managed without the requested health care service or treatment.

To request an Expedited Internal Appeal, please contact Claims Appeals at 888-315-0447. The written request for an Expedited Internal Appeal should be sent to: Claims Appeals, UnitedHealthcare Student Resources, PO Box 809025, Dallas, TX 75380-9025.

#### **Expedited Internal Review Process**

The Insured Person or an Authorized Representative may submit an oral or written request for an Expedited Internal Review (EIR) of an Adverse Determination:

- Involving Urgent Care Requests; and
- 2. Related to a concurrent review Urgent Care Request involving an admission, availability of care, continued stay or health care service for an Insured Person who has received Emergency Services, but has not been discharged from a facility.

All necessary information, including the Company's decision, shall be transmitted to the Insured Person or an Authorized Representative via telephone, facsimile or the most expeditious method available. The Insured Person or the Authorized Representative shall be notified of the EIR decision no more than seventy-two (72) hours after the Company's receipt of the EIR request.

If the EIR request is related to a concurrent review Urgent Care Request, benefits for the service will continue until the Insured Person has been notified of the final determination.

At the same time an Insured Person or an Authorized Representative files an EIR request, the Insured Person or the Authorized Representative may file:

- 1. An Expedited External Review (EER) request if the Insured Person has a medical condition where the timeframe for completion of an EIR would seriously jeopardize the life or health of the Insured Person or would jeopardize the Insured Person's ability to regain maximum function; or
- 2. An Expedited Experimental or Investigational Treatment External Review (EEIER) request if the Adverse Determination involves a denial of coverage based on a determination that the recommended or requested service or treatment is experimental or investigational and the Insured Person's treating Physician certifies in writing that the recommended or requested service or treatment would be significantly less effective if not promptly initiated.

The notice of Final Adverse Determination may be provided orally, in writing, or electronically. If the notice is provided orally, then the Company shall provide a written or electronic version of the notice within three days following the oral notice.

#### RIGHT TO EXTERNAL INDEPENDENT REVIEW

After exhausting the Company's Internal Appeal process, an Insured Person or Authorized Representative may submit a request for an External Independent Review when the service or treatment in question:

- 1. Is a Covered Medical Expense under the Policy; and
- 2. Is not covered because it does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care, effectiveness, or the treatment is determined to be experimental or investigational.

A request for an External Independent Review shall not be made until the Insured Person or Authorized Representative has exhausted the Internal Appeals process. The Internal Appeal Process shall be considered exhausted if:

- 1. The Company has issued a Final Adverse Determination as detailed herein;
- 2. The Insured Person or the Authorized Representative filed a request for an Internal Appeal and has not received a written decision from the Company within 30 days and the Insured Person or Authorized Representative has not requested or agreed to a delay;
- 3. The Company fails to strictly adhere to the Internal Appeal process detailed herein; or
- 4. The Company agrees to waive the exhaustion requirement.

After exhausting the Internal Appeal process, and after receiving notice of an Adverse Determination or Final Adverse Determination, an Insured Person or Authorized Representative has four months to request an External Independent Review. Except for a request for an Expedited External Review, the request for an External Review should be made in writing to the Company. Upon request of an External Review, the Company shall notify the Commissioner of the request within one business day.

#### Where to Send External Review Requests

All types of External Review requests shall be submitted to Claims Appeals at the following address:

Claims Appeals UnitedHealthcare Student Resources P.O. Box 809025 Dallas, TX 75380-9025 1-888-315-0447

#### Standard External Review (SER) Process

A Standard External Review request must be submitted in writing within four months of receiving a notice of the Company's Adverse Determination or Final Adverse Determination.

- 1. Within five business days after receiving the SER request notice, the Company will complete a preliminary review to determine that:
  - a. The individual was an Insured Person covered under the Policy at the time the service was requested or provided;
  - b. The Insured Person has exhausted the Company's Internal Appeal Process;
  - c. The Insured Person has provided all the information and forms necessary to process the request; and
  - d. The service in question: (i) is a Covered Medical Expense under the Policy; and (ii) is not covered because it does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness.
- 2. Within five business days after completion of the preliminary review, the Company shall notify the Commissioner, the Insured Person and, if applicable, the Authorized Representative in writing whether the request is complete and eligible for a SER. The Company's notification to the Commissioner shall be submitted through the Louisiana Department of Insurance's IRO review request module.
  - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete;
  - b. If the request is not eligible, the Company's response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Commissioner.
  - c. If the request is not eligible, the Insured Person or the Authorized Representative may submit a written request for reconsideration to the Commissioner. The Commissioner may determine that a request is eligible for external review and require that it be referred for external review.
  - d. If the Commissioner determines that a request is eligible for external review, the Commissioner shall notify the Company and the Insured Person or the Authorized Representative within five business days.
- 3. After determining that a request is eligible for SER or after receiving notice from the Commissioner that a request is eligible for SER, the Company shall, within one business day, input a request for an assignment of an Independent Review Organization (IRO) through the Departments of Insurance website.
- 4. Upon notification through the website, the Commissioner shall:
  - a. Assign an Independent Review Organization (IRO) from the Commissioner's approved list;
  - b. Notify the Company of the name of the assigned IRO; and
  - c. Notify the Insured Person and, if applicable, the Authorized Representative, that the request has been accepted. This notice shall include: (i) the name of the IRO; and (ii) a statement that the Insured Person or the Authorized Representative may, within five business days following receipt of the notice, submit additional information to the IRO for consideration when conducting the review.
- 5. a. The Company shall, within five business days, provide the IRO with any documents and information the Company considered in making the Adverse Determination or Final Adverse Determination. The Company's failure to provide the documents and information will not delay the SER.
  - b. If the Company fails to provide the documents and information within the required time frame, the IRO may terminate the review and may reverse the Adverse Determination or Final Adverse Determination. Upon making this decision, the IRO shall, within one business day, advise the Commissioner, the Company, the Insured Person, and the Authorized Representative, if any, of its decision.
- 6. The IRO shall review all written information and documents submitted by the Company and the Insured Person or the Authorized Representative.
- 7. If the IRO receives any additional information from the Insured Person or the Authorized Representative, the IRO must forward the information to the Company within one business day.
  - a. The Company may then reconsider its Adverse Determination or Final Adverse Determination. Reconsideration by the Company shall not delay or terminate the SER.
  - b. The SER may only be terminated if the Company decides to reverse its Adverse Determination or Final Adverse Determination and provide coverage for the service that is the subject of the SER.
  - c. If the Company reverses its decision, the Company shall provide written notification within one business day to the Commissioner, the Insured Person, the Authorized Representative, if applicable, and the IRO. Upon written notice from the Company, the IRO will terminate the SER.
- 8. Within 45 days after receipt of the SER request, the IRO shall provide written notice of its decision to uphold or reverse the Adverse Determination or Final Adverse Determination. The notice shall be sent to the Commissioner, the Company, the Insured Person and, if applicable, the Authorized Representative. Upon receipt of a notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage that was the subject of the Adverse Determination or Final Adverse Determination.

#### **Expedited External Review (EER) Process**

An Expedited External Review request may be submitted either orally or in writing when:

- The Insured Person or an Authorized Representative may make a written or oral request for an Expedited External Review (EER) with the Company at the time the Insured Person receives:
  - a. An Adverse Determination if:
    - The Insured Person or the Authorized Representative has filed a request for an Expedited Internal Review (EIR); and
    - The Adverse Determination involves a medical condition for which the timeframe for completing an EIR
      would seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability
      to regain maximum function; or
  - b. A Final Adverse Determination, if:
    - The Insured Person has a medical condition for which the timeframe for completing a Standard External Review (SER) would seriously jeopardize the life or health of the Insured Person or jeopardize the Insured Person's ability to regain maximum function; or
    - The Final Adverse determination involves an admission, availability of care, continued stay or health care service for which the Insured Person received Emergency Services, but has not been discharged from a facility.

An EER may not be provided for retrospective Adverse Determinations or Final Adverse Determinations.

- 2. Upon receipt of an EER request, the Company shall send a copy of the request to the Commissioner within one business day.
- 3. Upon receipt of a request for an EER, the Company shall immediately review the request to determine that:
  - a. The individual was an Insured Person covered under the Policy at the time the service was requested or provided;
  - b. The Insured Person has exhausted the Company's Internal Appeal Process, unless the Insured Person is not required to do so as specified in sub-sections 1. a. and b. shown above;
  - c. The Insured Person has provided all the information and forms necessary to process the request; and
  - d. The service in question: (i) is a Covered Medical Expense under the Policy; and (ii) is not covered because it does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness.
- 4. Immediately after completion of the review, the Company shall notify the Commissioner, the Insured Person and the Authorized Representative, if applicable, whether the request is eligible for an EER.
  - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete;
  - b. If the request is not eligible, the Company's response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Commissioner.
  - c. If the request is not eligible, the Insured Person or the Authorized Representative may submit a written request for reconsideration to the Commissioner. The Commissioner may determine that a request is eligible for external review and require that it be referred for external review.
  - d. If the Commissioner determines that a request is eligible for external review, the Commissioner shall immediately notify the Company and the Insured Person or the Authorized Representative.
- 5. After determining that a request is eligible for EER or after receiving notice from the Commissioner that a request is eligible for EER, the Company shall immediately input a request for assignment of a IRO through the Department of Insurance website.
- 6. Upon notification through the website, the Commissioner shall immediately assign an Independent Review Organization (IRO) from the Commissioner's approved list and notify the Company of the name of the assigned IRO.
  - a. The Company shall provide or transmit all necessary documents and information considered in making the Adverse Determination or Final Adverse Determination.
  - b. All documents shall be submitted to the IRO electronically, by telephone, via facsimile, or by any other expeditious method.
- 7. a. If the EER is related to an Adverse Determination for which the Insured Person or the Authorized Representative filed the EER concurrently with an Expedited Internal Review (EIR) request, then the IRO will determine whether the Insured Person shall be required to complete the EIR prior to conducting the EER.
  - b. The IRO shall immediately notify the Insured Person and the Authorized Representative, if applicable, that the IRO will not proceed with EER until the Company completes the EIR and the Insured Person's grievance remains unresolved at the end of the EIR process.
- 8. In no more than 72 hours after receipt of the qualifying EER request, the IRO shall:
  - a. Make a decision to uphold or reverse the Adverse Determination or Final Adverse Determination; and
  - b. Notify the Commissioner, the Company, the Insured Person, and, if applicable, the Authorized Representative.

9. Upon receipt of a notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage that was the subject of the Adverse Determination or Final Adverse Determination.

# Experimental or Investigational Treatment External Review (EIER) Process

An Insured Person, or an Insured Person's Authorized Representative, may submit a request for an Experimental or Investigational External Review when the denial of coverage is based on a determination that the recommended or requested health care service or treatment is experimental or investigational.

A request for an Experimental or Investigational External Review must be submitted in writing within four months of receiving a notice of the Company's Adverse Determination or Final Adverse Determination.

- 1. For an Adverse Determination or a Final Adverse Determination that involves denial of coverage based on a determination that the health care service or treatment recommended or requested is experimental or investigational, an Insured Person or an Authorized Representative may submit a request for an Experimental or Investigational Treatment External Review (EIER) with the Company.
- 2. Within five business days after receiving the EIER request notice, the Company will complete a preliminary review to determine that:
  - a. The individual was an Insured Person covered under the Policy at the time the service was recommended, requested or provided;
  - b. The recommended or requested health care services or treatment:
    - Is a Covered Medical Expense under the Insured Person's Policy except for the Company's determination that the service or treatment is experimental or investigational for a particular medical condition; and
    - Is not explicitly listed as an Exclusion or Limitation under the Insured Person's Policy;
  - c. The Insured Person's treating Physician has certified that one of the following situations is applicable:
    - Standard health care services or treatments have not been effective in improving the condition of the Insured Person;
    - Standard health care services or treatments are not medically appropriate for the Insured Person;
    - There is no available standard health care service or treatment covered by the Company that is more beneficial than the recommended or requested health care service or treatment;
  - d. The Insured Person's treating Physician:
    - Has recommended a health care service or treatment that the Physician certified, in writing, is likely to be more beneficial to the Insured Person, in the Physician's opinion, than any available standard health care services or treatments; or
    - Who is a licensed, board certified or board eligible Physician qualified to practice in the area of medicine
      appropriate to treat the Insured Person's condition, has certified in writing that scientifically valid studies
      using acceptable protocols demonstrate that the health care service or treatment requested by the Insured
      Person is likely to be more beneficial to the Insured Person than any available standard health care services
      or treatments;
  - e. The Insured Person has exhausted the Company's Internal Appeal Process; and
  - f. The Insured Person has provided all the information and forms necessary to process the request.
- 3. Within five business days after completion of the preliminary review, the Company shall notify the Commissioner, the Insured Person and, if applicable, the Authorized Representative in writing whether the request is complete and eligible for an EIER.
  - a. If the request is not complete, the Company's response shall include what information or materials are needed to make the request complete; or
  - b. If the request is not eligible, the Company response shall include the reasons for ineligibility. The Insured Person and, if applicable, the Authorized Representative shall also be advised of the right to appeal the decision to the Commissioner.
  - c. If the request is not eligible, the Insured Person or the Authorized Representative may submit a written request for reconsideration to the Commissioner. The Commissioner may determine that a request is eligible for external review and require that it be referred for external review.
  - d. If the Commissioner determines that a request is eligible for external review, the Commissioner shall notify the Company and the Insured Person or the Authorized Representative within five business days.
- 4. After determining that a request is eligible for EIER or after receiving notice from the Commissioner that a request is eligible for EIER, the Company shall, within one business day, input a request for an assignment of any IRO through the Department of Insurance website.
- 5. Upon notification through the website, the Commissioner shall:
  - a. Assign an IRO from the Commissioner's approved list;
  - b. Notify the Company of the name of the assigned IRO; and
  - c. Notify the Insured Person and, if applicable, the Authorized Representative, that the request has been accepted. This notice shall include: (i) the name of the IRO; and (ii) a statement that the Insured Person or the Authorized

- Representative may, within five business days following receipt of the notice, submit additional information to the IRO for consideration when conducting the review.
- 6. a. The Company shall, within five business days, provide the IRO with any documents and information the Company considered in making the Adverse Determination or Final Adverse Determination. The Company's failure to provide the documents and information will not delay the EIER.
  - b. If the Company fails to provide the documents and information within the required time frame, the IRO may terminate the review and may reverse the Adverse Determination or Final Adverse Determination. Upon making this decision, the IRO shall immediately advise the Commissioner, the Company, the Insured Person, and the Authorized Representative, if any, of its decision.
- 7. The IRO shall review all written information and documents submitted by the Company and the Insured Person or the Authorized Representative.
- 8. If the IRO receives any additional information from the Insured Person or the Authorized Representative, the IRO must forward the information to the Company within one business day.
  - a. The Company may then reconsider its Adverse Determination or Final Adverse Determination. Reconsideration by the Company shall not delay or terminate the EIER.
  - b. The EIER may only be terminated if the Company decides to reverse its Adverse Determination or Final Adverse Determination and provide coverage for the service that is the subject of the EIER.
  - c. If the Company reverses it decision, the Company shall immediately provide written notification to the Commissioner, the Insured Person, the Authorized Representative, if applicable, and the IRO. Upon written notice from the Company, the IRO will terminate the EIER.
- 9. After completion of the IRO's review, upon receipt of a notice of decision reversing the Adverse Determination or Final Adverse Determination, the Company shall immediately approve the coverage of the recommended or requested health care service or treatment that was the subject of the Adverse Determination or Final Adverse Determination.

#### **BINDING EXTERNAL REVIEW**

A Standard or Expedited External Review decision is binding on the Company except to the extent the Company has other remedies available under applicable federal or state law. A Standard or Expedited External Review decision is binding on the Insured Person to the extent the Insured Person has other remedies available under applicable federal or state law. An Insured Person or an Authorized Representative may not file a subsequent request for External Review involving the same Adverse Determination or Final Adverse Determination for which the Insured Person has already received an External Review decision.

#### **APPEAL RIGHTS DEFINITIONS**

For the purpose of this Notice of Appeal Rights, the following terms are defined as shown below:

#### Adverse Determination means:

- A determination by the Company that, based upon the information provided, a request for benefits under the Policy
  does not meet the Company's requirements for Medical Necessity, appropriateness, health care setting, level of
  care, or effectiveness, or is determined to be experimental or investigational, and the requested benefit is denied,
  reduced, in whole or in part, or terminated;
- 2. A denial, reduction, in whole or in part, or termination based on the Company's determination that the individual was not eligible for coverage under the Policy as an Insured Person;
- 3. Any prospective or retrospective review determination that denies, reduces, in whole or in part, or terminates a request for benefits under the Policy; or
- 4. A rescission of coverage.

#### Authorized Representative means:

- 1. A person to whom an Insured Person has given express written consent to represent the Insured Person;
- 2. A person authorized by law to provide substituted consent for an Insured Person;
- 3. An Insured Person's family member or health care provider when the Insured Person is unable to provide consent; or
- 4. In the case of an urgent care request, a health care professional with knowledge of the Insured Person's medical condition.

**Evidenced-based Standard** means the conscientious, explicit and judicious use of the current best evidence based on the overall systematic review of the research in making decisions about the care of individual patients.

**Final Adverse Determination** means an Adverse Determination involving a Covered Medical Expense that has been upheld by the Company, at the completion of the Company's internal appeal process or an Adverse Determination for which the internal appeals process has been deemed exhausted in accordance with this notice.

**Prospective Review** means Utilization Review performed: 1) prior to an admission or the provision of a health care service or course of treatment; and 2) in accordance with the Company's requirement that the service be approved, in whole or in part, prior to its provision.

**Retrospective Review** means any review of a request for a Covered Medical Expense that is not a Prospective Review request. Retrospective review does not include the review of a claim that is limited to the veracity of documentation or accuracy of coding.

**Urgent Care Request** means a request for a health care service or course of treatment with respect to which the time periods for making a non-urgent care request determination:

- Could seriously jeopardize the life or health of the Insured Person or the ability of the Insured Person to regain maximum function; or
- 2. In the opinion of a physician with knowledge of the Insured Person's medical condition, would subject the Insured Person to severe pain that cannot be adequately managed without the health care service or treatment that is the subject of the request.

**Utilization Review** means a set of formal techniques designed to monitor the use of or evaluate the Medical Necessity, appropriateness, efficacy or efficiency of health care services, procedures, providers or facilities. Techniques may include ambulatory review, Prospective Review, second opinion, certification, concurrent review, case management, discharge planning, or Retrospective Review.

#### **Questions Regarding Appeal Rights**

Contact Customer Service at 1-866-808-8266 with questions regarding the Insured Person's rights to an Internal Appeal and External Review.

Other resources are available to help the Insured Person navigate the appeals process. The State of Louisiana Department of Insurance is available to assist insurance consumers with insurance-related problems and question. You may inquire in writing at:

Louisiana Department of Insurance 1702 North Third Street Baton Rouge, LA 70802 (800) 259-5300 (225) 342-5900

Website: www.ldi.state.la.us

# **Section 16: Online Access to Account Information**

UnitedHealthcare Student Resources Insureds have online access to claims status, EOBs, ID cards, network providers, correspondence, and coverage information by logging in to My Account at www.uhcsr.com/myaccount. Insured students who don't already have an online account may simply select the "Create Account" link. Follow the simple, onscreen directions to establish an online account in minutes using the Insured's 7-digit Insurance ID number or the email address on file.

As part of UnitedHealthcare Student Resources' environmental commitment to reducing waste, we've adopted a number of initiatives designed to preserve our precious resources while also protecting the security of a student's personal health information.

My Account now includes a message center - a self-service tool that provides a quick and easy way to view any email notifications the Company may have sent. Notifications are securely sent directly to the Insured student's email address. If the Insured student prefers to receive paper copies, he or she may opt-out of electronic delivery by going into My Profile and making the change there.

# **Section 17: ID Cards**

Digital ID cards will be made available to each Insured Person. The Company will send an email notification when the digital ID card is available to be downloaded from My Account. An Insured Person may also use My Account to request delivery of a permanent ID card through the mail.

# **Section 18: UHCSR Mobile App**

The UHCSR Mobile App is available for download from Google Play or the App Store. Features of the Mobile App include easy access to:

- ID Cards view, save to your device, fax or email directly to your provider. Covered Dependents are also included.
- Provider Search search for In-Network participating healthcare or Mental Health providers, find contact information for the provider's office or facility, and locate the provider's office or facility on a map.
- Find My Claims view claims received within the past 120 days for both the primary Insured and covered Dependents; includes provider, date of service, status, claim amount and amount paid.

# **Section 19: Important Company Contact Information**

The Policy is Underwritten by:

#### UNITEDHEALTHCARE INSURANCE COMPANY

Administrative Office: UnitedHealthcare Student Resources P.O. Box 809025 Dallas, Texas 75380-9025 1-866-808-8266 Website: www.uhcsr.com/tulane

Sales/Marketing Services: UnitedHealthcare Student Resources 11399 16th Court North, Suite 110 St. Petersburg, FL 33716 Email: info@uhcsr.com

Customer Service: 866-808-8266

(Customer Services Representatives are available Monday - Friday, 7:00 a.m. - 7:00 p.m. (Central Time))

# **Section 20: Pediatric Dental Services Benefits**

Benefits are provided for Covered Dental Services, as described below, for Insured Persons under the age of 19. Benefits terminate on the earlier of: 1) last day of the month the Insured Person reaches the age of 19; or 2) the date the Insured Person's coverage under the Policy terminates.

Covered Dental Services shall include all federally required pediatric dental benefits outlined under the 2014 FEDVIP Dental Plan. The FEDVIP Dental Plan can be found at: http://archive/opm/gov/insure/health/planinfo/2014/brochures/MetLife.pdf.

# **Section 1: Accessing Pediatric Dental Services**

# **Network and Out-of-Network Benefits**

**Network Benefits** - these benefits apply when the Insured Person chooses to obtain Covered Dental Services from a Network Dental Provider. Insured Persons generally are required to pay less to the Network Dental Provider than they would pay for services from an out-of-Network provider. Network Benefits are determined based on the contracted fee for each Covered Dental Service. In no event, will the Insured Person be required to pay a Network Dental Provider an amount for a Covered Dental Service that is greater than the contracted fee.

In order for Covered Dental Services to be paid as Network Benefits, the Insured Person must obtain all Covered Dental Services directly from or through a Network Dental Provider.

Insured Persons must always check the participation status of a provider prior to seeking services. From time to time, the participation status of a provider may change. The Insured Person can check the participation status by calling the Company and/or the provider. The Company can help in referring the Insured Person to Network Dental Providers.

The Company will make a Directory of Network Dental Providers available to the Insured Person. The Insured Person can also call the Company at the number stated on their identification (ID) card to determine which providers participate in the Network.

**Out-of-Network Benefits** - these benefits apply when the Insured Person decides to obtain Covered Dental Services from out-of-Network Dental Providers. Insured Persons generally are required to pay more to the provider than for Network Benefits. Out-of-Network Benefits are determined based on the Usual and Customary Fee for similarly situated Network Dental Providers for each Covered Dental Service. The actual charge made by an out-of-Network Dental Provider for a Covered Dental Service may exceed the Usual and Customary Fee. Insured Persons may be required to pay an out-of-Network Dental Provider an amount for a Covered Dental Service in excess of the Usual and Customary Fee. When the Insured Person obtains Covered Dental Services from out-of-Network Dental Providers, the Insured Person must file a claim with the Company to be reimbursed for Allowed Dental Amounts.

# What Are Covered Dental Services?

The Insured Person is eligible for benefits for Covered Dental Services listed in this section if such Dental Services are Necessary and are provided by or under the direction of a Network Dental Provider.

Benefits are available only for Necessary Dental Services. The fact that a Dental Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for a dental disease, does not mean that the procedure or treatment is a Covered Dental Service under this section.

# What Is a Pre-Treatment Estimate?

If the charge for a Dental Service is expected to exceed \$500 or if a dental exam reveals the need for fixed bridgework, the Insured Person may notify the Company of such treatment before treatment begins and receive a pre-treatment estimate. To receive a pre-treatment estimate, the Insured Person or Dental Provider should send a notice to the Company, via claim form, within 20 calendar days of the exam. If requested, the Dental Provider must provide the Company with dental x-rays, study models or other information necessary to evaluate the treatment plan for purposes of benefit determination.

The Company will determine if the proposed treatment is a Covered Dental Service and will estimate the amount of payment. The estimate of benefits payable will be sent to the Dental Provider and will be subject to all terms, conditions and provisions of the Policy. Clinical situations that can be effectively treated by a less costly, clinically acceptable alternative procedure will be assigned a benefit based on the less costly procedure.

A pre-treatment estimate of benefits is not an agreement to pay for expenses. This procedure lets the Insured Person know in advance approximately what portion of the expenses will be considered for payment.

# **Does Pre-Authorization Apply?**

Pre-authorization is required for all orthodontic services. The Insured Person should speak to the Dental Provider about obtaining a pre-authorization before Dental Services are provided. If the Insured Person does not obtain a pre-authorization, the Company has a right to deny the claim for failure to comply with this requirement.

# **Section 2: Benefits for Pediatric Dental Services**

Benefits are provided for the Dental Services stated in this Section when such services are:

- A. Necessarv.
- B. Provided by or under the direction of a Dental Provider.
- C. Clinical situations that can be effectively treated by a less costly, dental appropriate alternative procedure will be assigned a benefit based on the least costly procedure.
- D. Not excluded as described in Section 3: Pediatric Dental Exclusions of this section.

Benefits for Covered Dental Services are subject to satisfaction of the Dental Services Deductible.

#### **Network Benefits:**

Benefits for Allowed Dental Amounts are determined as a percentage of the negotiated contract fee between the Company and the provider rather than a percentage of the provider's billed charge. The Company's negotiated rate with the provider is ordinarily lower than the provider's billed charge.

A Network provider cannot charge the Insured Person or the Company for any service or supply that is not Necessary as determined by the Company. If the Insured Person agrees to receive a service or supply that is not Necessary the Network provider may charge the Insured Person. However, these charges will not be considered Covered Dental Services and benefits will not be payable.

#### **Out-of-Network Benefits:**

Benefits for Allowed Dental Amounts from out-of-Network providers are determined as a percentage of the Usual and Customary Fees. The Insured Person must pay the amount by which the out-of-Network provider's billed charge exceeds the Allowed Dental Amounts. The Usual and Customary Fee for Covered Dental Services provided by an out-of-Network provider will not be less than the Allowed Dental Amount for a similarly licensed Network provider for the same service in the same geographic region.

#### **Dental Services Deductible**

Benefits for pediatric Dental Services provided under this section are not subject to the Policy Deductible stated in the Policy Schedule of Benefits. Instead, benefits for pediatric Dental Services are subject to a separate Dental Services Deductible.

For any combination of Network and Out-of-Network Benefits, the Dental Services Deductible per Policy Year is \$500 per Insured Person.

**Out-of-Pocket Maximum** - any amount the Insured Person pays in Coinsurance for pediatric Dental Services under this section applies to the Out-of-Pocket Maximum stated in the Policy Schedule of Benefits.

#### **Benefits**

Dental Services Deductibles are calculated on a Policy Year basis.

When benefit limits apply, the limit stated refers to any combination of Network Benefits and Out-of-Network Benefits unless otherwise specifically stated.

Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

# **Benefit Description**

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency		
Limitations?		
Diagnostic Services - (Subject to pay		
Evaluations (Checkup Exams)	50%	50%
Limited to two times per 12 months.		
Covered as a separate benefit only if		
no other service was done during the		
visit other than X-rays.		
D0120 - Periodic oral evaluation		
D0140 - Limited oral evaluation -		
problem focused D9995 - Teledentistry - synchronous -		
real time encounter		
D9996 - Teledentistry - asynchronous		
- information stored and forwarded to		
dentist for subsequent review		
D0150 - Comprehensive oral		
evaluation - new or established		
patient		
D0180 - Comprehensive periodontal evaluation - new or established		
patient		
D0160 - Detailed and extensive oral		
evaluation - problem focused, by		
report		
·		

Amounts shown below in the Schedu What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency Limitations?	Network benefits	Out-of-Network Benefits
Intraoral Radiographs (X-ray)	50%	50%
Limited to one series of films per 36 months.		
D0210 - Intraoral comprehensive series of radiographic images D0709 - Intraoral - comprehensive series of radiographic images - image capture only D0372 - Intraoral tomosynthesis - comprehensive series of radiographic images D0387 - Intraoral tomosynthesis -		
comprehensive series of radiographic		
images - image capture only  The following services are limited to two per 12 months.	50%	50%
D0220 - Intraoral - periapical first radiographic image D0230 - Intraoral - periapical - each additional radiographic image D0240 - Intraoral - occlusal radiographic image D0374 - Intraoral tomosynthesis - periapical radiographic image D0389 - Intraoral tomosynthesis - periapical radiographic image - image capture only D0706 - Intraoral - occlusal radiographic image - image capture only D0707 - Intraoral - periapical radiographic image - image capture only		
Any combination of the following services is limited to two series of films per 12 months.	50%	50%
D0270 - Bitewing - single radiographic image D0272 - Bitewings - two radiographic images D0274 - Bitewings - four radiographic images D0277 - Vertical bitewings - 7 to 8 radiographic images D0373 - Intraoral tomosynthesis - comprehensive series of radiographic images D0388 - Intraoral tomosynthesis - bitewing radiographic image - image capture only D0708 - Intraoral - bitewing radiographic image capture only		

Amounts shown below in the Schedu	le of Benefits are based on Allow	ed Dental Amounts.
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Out-of-Network Benefits
Limited to one time per 36 months.	50%	50%
D0330 - Panoramic radiograph image D0701 - Panoramic radiographic image - image capture only D0702 - 2-D Cephalometric radiographic image - image capture only		
The following service is limited to two images per 12 months.	50%	50%
D0705 - Extra-oral posterior dental radiographic image - image capture only		
The following services are not subject to a frequency limit.	50%	50%
D0340 - 2-D Cephalometric radiographic image - acquisition, measurement and analysis D0350 - 2-D Oral/Facial photographic images obtained intra-orally or extraorally D0470 - Diagnostic casts D0703 - 2-D Oral/facial photographic		
image obtained intra-orally or extra- orally - image capture only  Preventive Services - (Subject to pay	ment of the Dental Services Dedu	uctible )
Dental Prophylaxis (Cleanings)	50%	50%
The following services are limited to two times every 12 months.		
D1110 - Prophylaxis - adult D1120 - Prophylaxis - child		
Fluoride Treatments	50%	50%
The following services are limited to two times every 12 months.		
D1206 - Topical application of fluoride varnish D1208 - Topical application of fluoride - excluding varnish		
Sealants (Protective Coating)	50%	50%
The following services are limited to once per first or second permanent molar every 36 months.		
D1351 - Sealant - per tooth D1352 - Preventive resin restorations in moderate to high caries risk patient - permanent tooth		

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency		
Limitations?		
Space Maintainers (Spacers)	50%	50%
The following convices are not subject		
The following services are not subject to a frequency limit.		
to a frequency lifflit.		
D1510 - Space maintainer - fixed -		
unilateral - per quadrant		
D1516 - Space maintainer - fixed -		
bilateral maxillary		
D1517 - Space maintainer - fixed -		
bilateral mandibular D1520 - Space maintainer -		
removable - unilateral - per quadrant		
D1526 - Space maintainer - removable		
- bilateral maxillary		
D1527 - Space maintainer - removable		
- bilateral mandibular		
D1551 - Re-cement or re-bond bilateral		
space maintainer - maxillary D1552 - Re-cement or re-bond bilateral		
space maintainer - mandibular		
D1553 - Re-cement or re-bond		
unilateral space maintainer - per		
quadrant		
D1556 - Removal of fixed unilateral		
space maintainer - per quadrant		
D1557 - Removal of fixed bilateral space maintainer - maxillary		
D1558 - Removal of fixed bilateral		
space maintainer - mandibular		
D1575 - Distal shoe space maintainer		
- fixed - unilateral per quadrant		
Minor Restorative Services - (Subject		
Amalgam Restorations (Silver Fillings)	50%	50%
The following continue are not subject		
The following services are not subject to a frequency limit.		
to a frequency liffit.		
D2140 - Amalgams - one surface,		
primary or permanent		
D2150 - Amalgams - two surfaces,		
primary or permanent		
D2160 - Amalgams - three surfaces,		
primary or permanent D2161 - Amalgams - four or more		
surfaces, primary or permanent		
Composite Resin Restorations (Tooth	50%	50%
Colored Fillings)		
The following services are not subject		
to a frequency limit.		
D2330 - Pagin-based composite and		
D2330 - Resin-based composite - one surface, anterior		
D2331 - Resin-based composite - two		
surfaces, anterior		
D2332 - Resin-based composite -		
three surfaces, anterior		

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency		Cat of Hother Bollollo
Limitations?		
D2335 - Resin-based composite - four		
or more surfaces (anterior)		
D2989 - Excavation of a tooth		
resulting in the determination of non-		
restorability		
Crowns/Inlays/Onlays - (Subject to page 1)	l avment of the Dental Services De	l ductible \
The following services are subject to a	50%	50%
limit of one time every 60 months.	30 %	30%
limit of one time every 60 months.		
D2542 - Onlay - metallic - two		
surfaces		
D2543 - Onlay - metallic - three		
surfaces		
D2544 - Onlay - metallic - four or		
more surfaces		
D2740 - Crown - porcelain/ceramic		
D2750 - Crown - porcelain/ceramic		
high noble metal		
D2751 - Crown - porcelain fused to		
predominately base metal		
D2752 - Crown - porcelain fused to		
noble metal		
D2753 - Crown - porcelain fused to		
titanium and titanium alloys		
D2780 - Crown - 3/4 cast high noble		
metal		
D2781 - Crown - 3/4 cast		
predominately base metal		
D2783 - Crown - 3/4		
porcelain/ceramic		
D2790 - Crown - full cast high noble		
metal		
D2791 - Crown - full cast		
predominately base metal		
D2792 - Crown - full cast noble metal		
D2794 - Crown - titanium and titanium		
alloys		
D2930 - Prefabricated stainless steel		
crown - primary tooth		
D2931 - Prefabricated stainless steel		
crown - permanent tooth		
The following services are not subject		
to a frequency limit.		
D2510 - Inlay - metallic - one surface		
D2520 - Inlay - metallic - two surfaces		
D2530 - Inlay - metallic - three		
surfaces		
D2910 - Re-cement or re-bond inlay		
D2920 - Re-cement or re-bond crown		
The following service is not subject to	50%	50%
a frequency limit.		
D2940 - Protective restoration		

Amounts shown below in the Schedu	le of Benefits are based on Allo	owed Dental Amounts.
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency		
Limitations?		
The following services are limited to	50%	50%
one time per tooth every 60 months.		
DOOSO Come hadden in the distriction of the		
D2950 - Core buildup, including any		
pins when required D2951 - Pin retention - per tooth, in		
addition to restoration		
The following service is not subject to	50%	50%
a frequency limit.	3070	3070
a requeriey intiit.		
D2954 - Prefabricated post and core		
in addition to crown		
The following services are not subject	50%	50%
to a frequency limit.		
' '		
D2980 - Crown repair necessitated by		
restorative material failure		
D2981 - Inlay repair necessitated by		
restorative material failure		
D2982 - Onlay repair necessitated by		
restorative material failure		
Endodontics - (Subject to payment o		
The following services are not subject	50%	50%
to a frequency limit.		
Dagge The reservable multiple forms		
D3220 - Therapeutic pulpotomy		
(excluding final restoration) D3222 - Partial pulpotomy for		
apexogenesis - permanent tooth with		
incomplete root development		
D3230 - Pulpal therapy (resorbable		
filling) - anterior, primary tooth		
(excluding final restoration)		
D3240 - Pulpal therapy (resorbable		
filling) - posterior, primary tooth		
(excluding final restoration)		
The following services are not subject	50%	50%
to a frequency limit.		
D3310 - Endodontic therapy, anterior		
tooth (excluding final restoration)		
D3320 - Endodontic therapy, premolar		
tooth (excluding final restoration)		
D3330 - Endodontic therapy, molar		
tooth (excluding final restoration) D3346 - Retreatment of previous root		
canal therapy - anterior		
D3347 - Retreatment of previous root		
canal therapy - premolar		
D3348 - Retreatment of previous root		
canal therapy - molar		
The following services are not subject	50%	50%
to a frequency limit.		
<u> </u>		
D3351 - Apexification/recalcification -		
initial visit		

Amounts shown below in the Schedu	le of Benefits are based on Allow	ved Dental Amounts.
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency		
Limitations?		
D3352 -		
Apexification/recalcification/pulpal		
regeneration - interim medication		
replacement		
D3353 - Apexification/recalcification -		
final visit	500/	500/
The following services are not subject	50%	50%
to a frequency limit.		
D3410 - Apicoectomy - anterior		
D3421 - Apicoectomy - premolar (first		
root)		
D3425 - Apicoectomy - molar (first		
root)		
D3426 - Apicoectomy (each additional		
root)		
D3450 - Root amputation - per root		
D3471 - Surgical repair of root		
resorption - anterior		
D3472 - Surgical repair of root		
resorption - premolar		
D3473 - Surgical repair of root		
resorption - molar		
D3501 - Surgical exposure of root		
surface without apicoectomy or repair of root resorption - anterior		
D3502 - Surgical exposure of root		
surface without apicoectomy or repair		
of root resorption - premolar		
D3503 - Surgical exposure of root		
surface without apicoectomy or repair		
of root resorption - molar		
The following services are not subject	50%	50%
to a frequency limit.		
D3911 - Intraorifice barrier		
D3920 - Hemisection (including any		
root removal), not including root canal		
therapy		
Periodontics - (Subject to payment o		500/
The following services are limited to a	50%	50%
frequency of one every 36 months.		
D4210 - Gingivectomy or		
gingivoplasty - four or more		
contiguous teeth or tooth bounded		
spaces per quadrant		
D4211 - Gingivectomy or		
gingivoplasty - one to three		
contiguous teeth or tooth bounded		
spaces per quadrant		
The following services are limited to	50%	50%
one every 36 months.		
D4240 - Gingival flap procedure,		
including root planing - four or more		

Amounts shown below in the Schedu	ule of Benefits are based on Allow	ved Dental Amounts.
What Are the Procedure Codes, Benefit Description and Frequency Limitations?	Network Benefits	Out-of-Network Benefits
contiguous teeth or tooth bounded spaces per quadrant		
D4241 - Gingival flap procedure, including root planing, one to three contiguous teeth or tooth bounded		
spaces per quadrant D4249 - Clinical crown lengthening -		
hard tissue		
The following services are limited to one every 36 months.	50%	50%
D4260 - Osseous surgery (including flap entry and closure) - four or more contiguous teeth or tooth bounded		
spaces per quadrant D4261 - Osseous surgery (including		
flap entry and closure), one to three contiguous teeth or bounded teeth spaces per quadrant		
D4263 - Bone replacement graft retained natural tooth - first site in		
quadrant D4286 - Removal of non-resorbable barrier		
The following service is not subject to a frequency limit.	50%	50%
D4270 - Pedicle soft tissue graft procedure		
The following services are not subject to a frequency limit.	50%	50%
D4273 - Autogenous connective tissue graft procedure, per first tooth		
implant or edentulous tooth position in graft D4275 - Non-autogenous connective		
tissue graft first tooth implant D4277 - Free soft tissue graft		
procedure - first tooth D4278 - Free soft tissue graft procedure each additional contiguous		
tooth D4322 - Splint - intra-coronal, natural		
teeth or prosthetic crowns D4323 - Splint - extra-coronal, natural teeth or prosthetic crowns		
The following services are limited to one time per quadrant every 24 months.	50%	50%
D4341 - Periodontal scaling and root planing - four or more teeth per		
quadrant D4342 - Periodontal scaling and root planing - one to three teeth per		
quadrant		

Mhot Are the Breedure Codes		
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency Limitations?		
D4346 - Scaling in presence of		
generalized moderate or severe		
gingival inflammation - full mouth,		
after oral evaluation		
The following service is limited to a	50%	50%
frequency to one per lifetime.		
D4355 - Full mouth debridement to		
enable a comprehensive periodontal		
evaluation and diagnosis on a		
subsequent visit		
The following service is limited to four	50%	50%
times every 12 months in combination		
with prophylaxis.		
D4910 - Periodontal maintenance		
Removable Dentures - (Subject to pa		
The following services are limited to a	50%	50%
frequency of one every 60 months.		
D5110 - Complete denture - maxillary		
D5110 - Complete deflure - maximary D5120 - Complete denture -		
mandibular		
D5130 - Immediate denture - maxillary		
D5140 - Immediate denture -		
mandibular		
D5211 - Maxillary partial denture -		
resin base (including		
retentive/clasping materials, rests,		
and teeth)		
D5212 - Mandibular partial denture -		
resin base (including		
retentive/clasping materials, rests,		
and teeth)		
D5213 - Maxillary partial denture - cast metal framework with resin		
denture bases (including		
retentive/clasping materials, rests and		
teeth)		
D5214 - Mandibular partial denture -		
cast metal framework with resin		
denture bases (including		
retentive/clasping materials, rests and		
teeth)		
D5221 - Immediate maxillary partial		
denture - resin base (including		
retentive/clasping materials, rests and		
teeth)		
D5222 - Immediate mandibular partial		
denture - resin base (including		
retentive/clasping materials, rests and		
teeth) D5223 - Immediate maxillary partial		
denture - cast metal framework with		
resin denture bases (including		
retentive/clasping materials, rests and		
teeth)		

Amounts shown below in the Schedu	le of Benefits are based on Allow	ved Dental Amounts.
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency		
Limitations?		
D5224 - Immediate mandibular partial		
denture - cast metal framework with		
resin denture bases (including		
retentive/clasping materials, rests and		
teeth)		
D5227 - Immediate maxillary partial		
denture - flexible base (including any		
clasps, rests, and teeth)		
D5228 - Immediate mandibular partial		
denture - flexible base (including any		
clasps, rests, and teeth)		
D5282 - Removable unilateral partial		
denture - one piece cast metal		
(including retentive/clasping materials,		
rests, and teeth), maxillary		
D5283 - Removable unilateral partial		
denture - one piece cast metal		
(including retentive/clasping materials,		
rests, and teeth), mandibular		
D5284 - Removable unilateral partial		
denture - one piece flexible base		
(including retentive/clasping materials,		
rests, and teeth) - per quadrant		
D5286 - Removable unilateral partial		
denture - one piece resin (including		
retentive/clasping materials, rests,		
and teeth) - per quadrant		
The following services are not subject	50%	50%
to a frequency limit.		
D5410 - Adjust complete denture -		
maxillary		
D5411 - Adjust complete denture -		
mandibular		
D5421 - Adjust partial denture -		
maxillary		
D5422 - Adjust partial denture -		
mandibular		
D5511 - Repair broken complete		
denture base - mandibular		
D5512 - Repair broken complete		
denture base - maxillary		
D5520 - Replace missing or broken		
teeth - complete denture (each tooth)		
D5611 - Repair resin partial denture		
base - mandibular		
D5612 - Repair resin partial denture		
base - maxillary		
D5621 - Repair cast partial framework -		
mandibular		
D5622 - Repair cast partial framework		
- maxillary		
D5630 - Repair or replace broken		
retentive/clasping materials - per tooth		
D5640 - Replace broken teeth - per		
tooth		
D5650 - Add tooth to existing partial		
denture		

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.			
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits	
Benefit Description and Frequency			
Limitations?			
D5660 - Add clasp to existing partial			
denture			
The following services are limited to	50%	50%	
rebasing performed more than six			
months after the initial insertion with a			
frequency limitation of one time per 12			
months.			
DE740. Debese complete movillem:			
D5710 - Rebase complete maxillary denture			
D5711 - Rebase complete mandibular			
denture			
D5720 - Rebase maxillary partial			
denture			
D5721 - Rebase mandibular partial			
denture			
D5725 - Rebase hybrid prosthesis			
D5730 - Reline complete maxillary			
denture (direct)			
D5731 - Reline complete mandibular			
denture (direct)			
D5740 - Reline maxillary partial			
denture (direct)			
D5741 - Reline mandibular partial			
denture (direct) D5750 - Reline complete maxillary			
denture (indirect)			
D5751 - Reline complete mandibular			
denture (indirect)			
D5760 - Reline maxillary partial			
denture (indirect)			
D5761 - Reline mandibular partial			
denture (indirect)			
D5876 - Add metal substructure to			
acrylic full denture (per arch)			
The following services are not subject	50%	50%	
to a frequency limit.			
DEZCE Coff lines for an explosion			
D5765 - Soft liner for complete or			
partial removable denture - indirect			
D5850 - Tissue conditioning (maxillary)			
D5851 - Tissue conditioning			
(mandibular)			
Bridges (Fixed partial dentures) - (Su	bject to payment of the Dental Se	rvices Deductible.)	
The following services are not subject	50%	50%	
to a frequency limit.			
D6210 - Pontic - cast high noble metal			
D6211 - Pontic - cast predominately			
base metal			
D6212 - Pontic - cast noble metal			
D6214 - Pontic - titanium and titanium			
alloys			
D6240 - Pontic - porcelain fused to			
high noble metal			

Amounts shown below in the Schedu	le of Benefits are based on Allow	ved Dental Amounts.
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency		
Limitations?		
D6241 - Pontic - porcelain fused to		
predominately base metal		
D6242 - Pontic - porcelain fused to		
noble metal		
D6243 - Pontic - porcelain fused to		
titanium and titanium alloys		
D6245 - Pontic - porcelain/ceramic	50%	50%
The following services are not subject to a frequency limit.	50%	50%
to a frequency lifflit.		
D6545 - Retainer - cast metal for resin		
bonded fixed prosthesis		
D6548 - Retainer - porcelain/ceramic		
for resin bonded fixed prosthesis		
The following services are limited to	50%	50%
one time every 60 months.		00,0
D6740 - Retainer crown -		
porcelain/ceramic		
D6750 - Retainer crown - porcelain		
fused to high noble metal		
D6751 - Retainer crown - porcelain		
fused to predominately base metal		
D6752 - Retainer crown - porcelain		
fused to noble metal		
D6753 - Retainer crown - porcelain		
fused to titanium and titanium alloys		
D6780 - Retainer crown - 3/4 cast		
high noble metal		
D6781 - Retainer crown - 3/4 cast		
predominately base metal		
D6782 - Retainer crown - 3/4 cast		
noble metal		
D6783 - Retainer crown - 3/4		
porcelain/ceramic		
D6784 - Retainer crown - 3/4 titanium		
and titanium alloys		
D6790 - Retainer crown - full cast high		
noble metal		
D6791 - Retainer crown - full cast		
predominately base metal		
D6792 - Retainer crown - full cast		
noble metal	500/	500/
The following services are not subject	50%	50%
to a frequency limit.		
Decor De coment en re le cel EDD		
D6930 - Re-cement or re-bond FPD		
D6980 - FPD repair necessitated by		
restorative material failure	f the Dental Consider Desiretible	
Oral Surgery - (Subject to payment o		F00/
The following services are not subject	50%	50%
to a frequency limit.		
D7140 - Extraction, erupted tooth or		
exposed root		
D7210 - Surgical removal of erupted		
tooth requiring removal of bone,		
sectioning of tooth, and including		

Amounts shown below in the Schedu		
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency Limitations?		
elevation of mucoperiosteal flap, if		
indicated		
D7220 - Removal of impacted tooth - soft tissue		
D7230 - Removal of impacted tooth -		
partially bony		
D7240 - Removal of impacted tooth -		
completely bony D7241 - Removal of impacted tooth -		
completely bony with unusual surgical		
complications		
D7250 - Surgical removal or residual		
tooth roots D7251 - Coronectomy - intentional		
partial tooth removal, impacted teeth		
only		
The following service is not subject to	50%	50%
a frequency limit.		
D7270 - Tooth reimplantation and/or		
stabilization of accidentally evulsed or		
displaced tooth		
The following service is not subject to a frequency limit.	50%	50%
D7280 - Surgical access exposure of		
an unerupted tooth		
The following services are not subject to a frequency limit.	50%	50%
le d frequency minic		
D7310 - Alveoloplasty in conjunction		
with extractions - four or more teeth or		
tooth spaces, per quadrant D7311 - Alveoloplasty in conjunction		
with extraction - one to three teeth or		
tooth spaces, per quadrant		
D7320 - Alveoloplasty not in conjunction with extractions - four or		
more teeth or tooth spaces, per		
quadrant		
D7321 - Alveoloplasty not in		
conjunction with extractions - one to three teeth or tooth spaces, per		
quadrant		
The following service is not subject to	50%	50%
a frequency limit.		
D7471 - Removal of lateral exostosis		
(maxilla or mandible)		
The following services are not subject	50%	50%
to a frequency limit.		
D7509 - Marsupialization of		
odontogenic cyst		
D7510 - Incision and drainage of		
abscess, intraoral soft tissue		

Amounts shown below in the Schedule of Benefits are based on Allowed Dental Amounts.		
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency		
Limitations?		
D7910 - Suture of recent small		
wounds up to 5 cm		
D7953 - Bone replacement graft for		
ridge preservation - per site		
D7961 - Buccal/labial frenectomy		
(frenulectomy)		
D7962 - Lingual frenectomy		
(frenulectomy)		
D7971 - Excision of pericoronal		
gingiva	500/	500/
The following services are limited to	50%	50%
one every 36 months.		
D7056 Guidad tissue regeneration		
D7956 - Guided tissue regeneration, edentulous area - resorbable barrier,		
per site		
D7957 - Guided tissue regeneration,		
edentulous area - non-resorbable		
barrier, per site		
Adjunctive Services - (Subject to pay	ment of the Dental Services Dedu	ictible.)
The following service is not subject to	50%	50%
a frequency limit; however, it is		
covered as a separate benefit only if		
no other services (other than the		
exam and radiographs) were done on		
the same tooth during the visit.		
D9110 - Palliative treatment of dental		
pain - per visit		
Covered only when clinically	50%	50%
Necessary.		
Doors Deep and they be a seed		
D9222 - Deep sedation/general anesthesia - first 15 minutes		
D9223 - Deep sedation/general		
anesthesia - each 15 minute increment		
D9239 - Intravenous moderate		
(conscious) sedation/anesthesia - first		
15 minutes		
D9610 - Therapeutic parenteral drug		
single administration		<u> </u>
Covered only when clinically	50%	50%
Necessary		
D9310 - Consultation (diagnostic		
service provided by a dentist or		
Physician other than the practitioner		
providing treatment)		
The following services are limited to	50%	50%
one guard every 12 months.		
DOOM Oral sale and I		
D9944 - Occlusal guard - hard		
appliance, full arch		
D9945 - Occlusal guard - soft appliance, full arch		
D9946 - Occlusal guard - hard		
appliance, partial arch		
appliance, partial alon		

Amounts shown below in the Schedu		
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency Limitations?		
Implant Procedures - (Subject to pay	l ment of the Dental Services	s Deductible )
The following services are limited to	50%	50%
one time every 60 months.	0070	0070
end ame every de menale.		
D6010 - Surgical placement of implant		
body: endosteal implant		
D6012 - Surgical placement of interim		
implant body		
D6040 - Surgical placement of		
eposteal implant		
D6050 - Surgical placement:		
transosteal implant D6055 - Connecting bar - implant		
supported or abutment supported		
D6056 - Prefabricated abutment -		
includes modification and placement		
D6057 - Custom fabricated abutment -		
includes placement		
D6058 - Abutment supported		
porcelain/ceramic crown		
D6059 - Abutment supported		
porcelain fused to metal crown (high		
noble metal)		
D6060 - Abutment supported		
porcelain fused to metal crown (predominately base metal)		
D6061 - Abutment supported		
porcelain fused to metal crown (noble		
metal)		
D6062 - Abutment supported cast		
metal crown (high noble metal)		
D6063 - Abutment supported cast		
metal crown (predominately base		
metal)		
D6064 - Abutment supported cast		
metal crown (noble metal)		
D6065 - Implant supported porcelain/ceramic crown		
D6066 - Implant supported crown -		
porcelain fused to high noble alloys		
D6067 - Implant supported crown -		
high noble alloys		
D6068 - Abutment supported retainer		
for porcelain/ceramic FPD		
D6069 - Abutment supported retainer		
for porcelain fused to metal FPD (high		
noble metal)		
D6070 - Abutment supported retainer for porcelain fused to metal FPD		
(predominately base metal)		
D6071 - Abutment supported retainer		
for porcelain fused to metal FPD		
(noble metal)		
D6072 - Abutment supported retainer		
for cast metal FPD (high noble metal)		
D6073 - Abutment supported retainer		
for cast metal FPD (predominately		
base metal)		

Amounts shown below in the Schedu		
What Are the Procedure Codes, Benefit Description and Frequency	Network Benefits	Out-of-Network Benefits
Limitations?		
D6074 - Abutment supported retainer		
for cast metal FPD (noble metal)		
D6075 - Implant supported retainer for		
ceramic FPD		
D6076 - Implant supported retainer for		
FPD - porcelain fused to high noble		
alloys		
D6077 - Implant supported retainer for		
metal FPD - high noble alloys		
D6080 - Implant maintenance		
procedure		
D6081 - Scaling and debridement in		
the presence of inflammation or		
mucositis of a single implant, including		
cleaning of the implant surfaces,		
without flap entry and closure D6082 - Implant supported crown -		
porcelain fused to predominantly base		
alloys		
D6083 - Implant supported crown -		
porcelain fused to noble alloys		
D6084 - Implant supported crown -		
porcelain fused to titanium and titanium		
alloys		
D6086 - Implant supported crown -		
predominantly base alloys		
D6087 - Implant supported crown -		
noble alloys		
D6088 - Implant supported crown -		
titanium and titanium alloys		
D6089 - Accessing and retorquing		
loose implant screw per screw D6090 - Repair implant supported		
prosthesis, by report		
D6091 - Replacement of replaceable		
part of semi-precision or precision		
attachment of implant/abutment		
supported prosthesis, per attachment		
D6095 - Repair implant abutment, by		
report		
D6096 - Remove broken implant		
retaining screw		
D6097 - Abutment supported crown -		
porcelain fused to titanium and titanium		
alloys D6098 - Implant supported retainer -		
porcelain fused to predominantly base		
alloys		
D6099 - Implant supported retainer for		
FPD - porcelain fused to noble alloys		
D6100 - Surgical removal of implant		
body		
D6101 - Debridement peri-implant		
defect		
D6102 - Debridement and osseous		
contouring of a peri-implant defect		
D6103 - Bone graft for repair of peri-		
implant defect	1	

Amounts shown below in the Schedu	le of Benefits are based on Allow	red Dental Amounts.
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency		
Limitations?		
D6104 - Bone graft at time of implant		
replacement		
D6105 - Removal of implant body not		
requiring bone removal nor flap		
elevation		
D6118 - Implant/abutment supported		
interim fixed denture for edentulous		
arch - mandibular		
D6119 - Implant/abutment supported		
interim fixed denture for edentulous		
arch - maxillary		
D6120 - Implant supported retainer -		
porcelain fused to titanium and titanium		
alloys		
D6121 - Implant supported retainer for		
metal FPD - predominantly base alloys		
D6122 - Implant supported retainer for metal FPD - noble alloys		
D6123 - Implant supported retainer for		
metal FPD - titanium and titanium		
alloys		
D6190 - Radiographic/surgical implant		
index, by report		
D6191 - Semi-precision abutment -		
placement		
D6192 - Semi-precision attachment -		
placement		
D6195 - Abutment supported retainer		
<ul> <li>porcelain fused to titanium and</li> </ul>		
titanium alloys		
D6197 - Replacement of restorative		
material used to close an access		
opening of a screw-retained implant		
supported prosthesis, per implant		
The following services are limited to	50%	50%
one every 36 months.		
D6106 Cuided tipeus receneration		
D6106 - Guided tissue regeneration - resorbable barrier, per implant		
D6107 - Guided tissue regeneration -		
non-resorbable barrier, per implant		
non-resorbable barrier, per impialit		

Medically Necessary Orthodontics - (Subject to payment of the Dental Services Deductible.)

Benefits for comprehensive orthodontic treatment are approved by the Company, only in those instances that are related to an identifiable syndrome such as cleft lip and or palate, Crouzon's Syndrome, Treacher-Collins Syndrome, Pierre-Robin Syndrome, hemi-facial atrophy, hemi-facial hypertrophy; or other severe craniofacial deformities which result in a physically disabling malocclusion as determined by the Company's dental consultants. Benefits are not available for comprehensive orthodontic treatment for crowded dentitions (crooked teeth), excessive spacing between teeth, temporomandibular joint (TMJ) conditions and/or having horizontal/vertical (overjet/overbite) discrepancies.

All orthodontic treatment must be prior authorized.

Benefits will be paid in equal monthly installments over the course of the entire orthodontic treatment plan, starting on the date that the orthodontic bands or appliances are first placed, or on the date a one-step orthodontic procedure is performed.

Services or supplies furnished by a Dental Provider in order to diagnose or correct misalignment of the teeth or the bite. Benefits are available only when the service or supply is determined to be medically Necessary.

Amounts shown below in the Schedu	le of Benefits are based or	Allowed Dental Amounts.
What Are the Procedure Codes,	Network Benefits	Out-of-Network Benefits
Benefit Description and Frequency		
Limitations?		
The following services are not subject	50%	50%
to a frequency limitation as long as		
benefits have been prior authorized.		
·		
D8010 - Limited orthodontic treatment		
of the primary dentition		
D8020 - Limited orthodontic treatment		
of the transitional dentition		
D8030 - Limited orthodontic treatment		
of the adolescent dentition		
D8070 - Comprehensive orthodontic		
treatment of the transitional dentition		
D8080 - Comprehensive orthodontic		
treatment of the adolescent dentition		
D8210 - Removable appliance		
therapy		
D8220 - Fixed appliance therapy		
D8660 - Pre-orthodontic treatment		
visit		
D8670 - Periodic orthodontic		
treatment visit		
D8680 - Orthodontic retention		
D8695 - Removal of fixed orthodontic		
appliances for reasons other than		
completion of treatment		
D8696 - Repair of orthodontic		
appliance - maxillary		
D8697 - Repair of orthodontic		
appliance - mandibular		
D8698 - Re-cement or re-bond fixed		
retainer - maxillary		
D8699 - Re-cement or re-bond fixed		
retainer - mandibular		
D8701 - Repair of fixed retainer,		
includes reattachment - maxillary		
D8702 - Repair of fixed retainer,		
includes reattachment - mandibular		

# **Section 3: Pediatric Dental Exclusions**

Except as may be specifically provided in this section under Section 2: Benefits for Covered Dental Services, benefits are not provided under this section for the following:

- 1. Any Dental Service or Procedure not listed as a Covered Dental Service in this section in Section 2: Benefits for Covered Dental Services.
- 2. Dental Services that are not Necessary.
- 3. Hospitalization or other facility charges.
- 4. Any Dental Procedure performed solely for cosmetic/aesthetic reasons. (Cosmetic procedures are those procedures that improve physical appearance.)
- 5. Reconstructive surgery, regardless of whether or not the surgery is incidental to a dental disease, Injury, or Congenital Condition, when the primary purpose is to improve physiological functioning of the involved part of the body.
- 6. Any Dental Procedure not directly associated with dental disease.
- 7. Any Dental Procedure not performed in a dental setting.
- 8. Procedures that are considered to be Experimental or Investigational or Unproven Services. This includes pharmacological regimens not accepted by the *American Dental Association (ADA) Council on Dental Therapeutics*. The fact that an Experimental, or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in benefits if the procedure is considered to be Experimental or Investigational or Unproven Service in the treatment of that particular condition.

- 9. Drugs/medications, received with or without a prescription, unless they are dispensed and utilized in the dental office during the patient visit.
- 10. Setting of facial bony fractures and any treatment associated with the dislocation of facial skeletal hard tissue.
- 11. Treatment of benign neoplasms, cysts, or other pathology involving benign lesions, except excisional removal. Treatment of malignant neoplasms or Congenital Conditions of hard or soft tissue, including excision.
- 12. Replacement of complete dentures, fixed and removable partial dentures or crowns and implants, implant crowns and prosthesis if damage or breakage was directly related to provider error. This type of replacement is the responsibility of the Dental Provider. If replacement is Necessary because of patient non-compliance, the patient is liable for the cost of replacement.
- 13. Services related to the temporomandibular joint (TMJ), either bilateral or unilateral. Upper and lower jaw bone surgery (including surgery related to the temporomandibular joint). Orthognathic surgery, jaw alignment, and treatment for the temporomandibular joint.
- Charges for not keeping a scheduled appointment without giving the dental office 24 hours notice.
- 15. Expenses for Dental Procedures begun prior to the Insured Person becoming enrolled for coverage provided through this section to the Policy.
- 16. Dental Services otherwise covered under the Policy, but rendered after the date individual coverage under the Policy terminates, including Dental Services for dental conditions arising prior to the date individual coverage under the Policy terminates.
- 17. Services rendered by a provider with the same legal residence as the Insured Person or who is a member of the Insured Person's family, including spouse, brother, sister, parent or child.
- 18. Foreign Services are not covered unless required for a Dental Emergency.
- 19. Fixed or removable prosthodontic restoration procedures for complete oral rehabilitation or reconstruction, except for cleft lip/cleft palate.
- 20. Procedures related to the reconstruction of a patient's correct vertical dimension of occlusion (VDO).
- 21. Billing for incision and drainage if the involved abscessed tooth is removed on the same date of service.
- 22. Placement of fixed partial dentures solely for the purpose of achieving periodontal stability.
- 23. Acupuncture; acupressure and other forms of alternative treatment, whether or not used as anesthesia.
- 24. Orthodontic coverage does not include the installation of a space maintainer, any treatment related to treatment of the temporomandibular joint, any surgical procedure to correct a malocclusion, replacement of lost or broken retainers and/or habit appliances, and any fixed or removable interceptive orthodontic appliances previously submitted for payment under the Policy.

# Section 4: Claims for Pediatric Dental Services

When obtaining Dental Services from an out-of-Network Dental Provider, the Insured Person will be required to pay all billed charges directly to the Dental Provider. The Insured Person may then seek reimbursement from the Company. The Insured Person must provide the Company with all of the information identified below.

#### Reimbursement for Dental Services

The Insured Person is responsible for sending a request for reimbursement to the Company, on a form provided by or satisfactory to the Company.

**Claim Forms.** It is not necessary to include a claim form with the proof of loss. However, the proof must include all of the following information:

- Insured Person's name and address.
- Insured Person's identification number.
- The name and address of the provider of the service(s).
- A diagnosis from the Dental Provider including a complete dental chart showing extractions, fillings or other dental services rendered before the charge was incurred for the claim.
- · Radiographs, lab or hospital reports.
- Casts, molds or study models.
- Itemized bill which includes the CPT or ADA codes or description of each charge.
- The date the dental disease began.
- A statement indicating that the Insured Person is or is not enrolled for coverage under any other health or dental
  insurance plan or program. If enrolled for other coverage, The Insured Person must include the name of the other
  carrier(s).

To file a claim, submit the above information to the Company at the following address:

UnitedHealthcare Dental ATTN: Claims Unit

P. O. Box 30567

If the Insured Person would like to use a claim form, call Customer Service at the number listed on the Insured's Dental ID Card. If the Insured Person does not receive the claim form within 15 calendar days of the request, the proof of loss may be submitted with the information stated above.

# Section 5: Defined Terms for Pediatric Dental Services

The following definitions are in addition to those listed in the Definitions section of the Certificate of Coverage:

**Allowed Dental Amounts** - Allowed Dental Amounts for Covered Dental Services, incurred while the Policy is in effect, are determined as stated below:

- For Network Benefits, when Covered Dental Services are received from Network Dental Providers, Allowed Dental Amounts are the Company's contracted fee(s) for Covered Dental Services with that provider.
- For Out-of-Network Benefits, when Covered Dental Services are received from out-of-Network Dental Providers, Allowed Dental Amounts are the Usual and Customary Fees, as defined below.

Covered Dental Service - a Dental Service or Dental Procedure for which benefits are provided under this section.

**Dental Emergency** - a dental condition or symptom resulting from dental disease which arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, and such treatment is sought or received within 24 hours of onset.

**Dental Provider** - any dentist or dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render Dental Services, perform dental surgery or administer anesthetics for dental surgery.

**Dental Service or Dental Procedures** - dental care or treatment provided by a Dental Provider to the Insured Person while the Policy is in effect, provided such care or treatment is recognized by the Company as a generally accepted form of care or treatment according to prevailing standards of dental practice.

**Dental Services Deductible** - the amount the Insured Person must pay for Covered Dental Services in a Policy Year before the Company will begin paying for Network or Out-of-Network Benefits in that Policy Year.

**Experimental, Investigational, or Unproven Service** - medical, dental, surgical, diagnostic, or other health care services, technologies, supplies, treatments, procedures, drug therapies or devices that, at the time the Company makes a determination regarding coverage in a particular case, is determined to be:

- Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use; or
- Subject to review and approval by any institutional review board for the proposed use; or
- The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2, or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or
- Not determined through prevailing peer-reviewed professional literature to be safe and effective for treating or diagnosing the condition or Sickness for which its use is proposed.

**Foreign Services** - services provided outside the U.S. and U.S. Territories.

**Necessary** - Dental Services and supplies under this section which are determined by the Company through case-by-case assessments of care based on accepted dental practices to be appropriate and are all of the following:

- Necessary to meet the basic dental needs of the Insured Person.
- Provided in the most cost-efficient manner and type of setting appropriate for the delivery of the Dental Service.
- Consistent in type, frequency and duration of treatment with scientifically based guidelines of national clinical, research, or health care coverage organizations or governmental agencies that are accepted by the Company.
- Consistent with the diagnosis of the condition.
- Required for reasons other than the convenience of the Insured Person or his or her Dental Provider.
- Demonstrated through prevailing peer-reviewed dental literature to be either:
  - Safe and effective for treating or diagnosing the condition or sickness for which their use is proposed; or
  - Safe with promising efficacy
    - o For treating a life threatening dental disease or condition.
    - o Provided in a clinically controlled research setting.

Using a specific research protocol that meets standards equivalent to those defined by the National Institutes
of Health.

(For the purpose of this definition, the term life threatening is used to describe dental diseases or sicknesses or conditions, which are more likely than not to cause death within one year of the date of the request for treatment.)

The fact that a Dental Provider has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular dental disease does not mean that it is a Necessary Covered Dental Service as defined in this section. The definition of Necessary used in this section relates only to benefits under this section and differs from the way in which a Dental Provider engaged in the practice of dentistry may define necessary.

**Network** - a group of Dental Providers who are subject to a participation agreement in effect with the Company, directly or through another entity, to provide Dental Services to Insured Persons. The participation status of providers will change from time to time.

**Network Benefits** - benefits available for Covered Dental Services when provided by a Dental Provider who is a Network Dentist.

Out-of-Network Benefits - benefits available for Covered Dental Services obtained from out-of-Network Dentists.

**Usual and Customary Fee** - Usual and Customary Fees are calculated by the Company based on available data resources of competitive fees in that geographic area.

Usual and Customary Fees must not exceed the fees that the provider would charge any similarly situated payor for the same services. The Usual and Customary Fee will never be less than the Allowed Dental Amount.

Usual and Customary Fees are determined solely in accordance with the Company's reimbursement policy guidelines. The Company's reimbursement policy guidelines are developed by the Company, in its discretion, following evaluation and validation of all provider billings in accordance with one or more of the following methodologies:

- As indicated in the most recent edition of the Current Procedural Terminology (publication of the American Dental Association).
- As reported by generally recognized professionals or publications.
- As utilized for Medicare.
- As determined by medical or dental staff and outside medical or dental consultants.
- Pursuant to other appropriate source or determination that the Company accepts.

# **Section 21: Pediatric Vision Care Services Benefits**

Benefits are provided for Vision Care Services, as described below, for Insured Persons under the age of 19. Benefits terminate on the earlier of: 1) last day of the month the Insured Person reaches the age of 19; or 2) the date the Insured Person's coverage under the Policy terminates.

#### Section 1: Benefits for Pediatric Vision Care Services

Benefits are available for pediatric Vision Care Services from a UnitedHealthcare Vision Network or an out-of-Network Vision Care Provider. To find a UnitedHealthcare Vision Network Vision Care Provider, the Insured Person may call the provider locator service at 1-800-839-3242. The Insured Person may also access a listing of UnitedHealthcare Vision Network Vision Care Providers on the Internet at www.myuhcvision.com.

When Vision Care Services are obtained from an out-of-Network Vision Care Provider, the Insured Person will be required to pay all billed charges at the time of service. The Insured Person may then seek reimbursement from the Company as described in this section under Section 3: Claims for Vision Care Services. Reimbursement will be limited to the amounts stated below.

When obtaining these Vision Care Services from a UnitedHealthcare Vision Network Vision Care Provider, the Insured Person will be required to pay any Copayments at the time of service.

# **Network Benefits:**

Benefits for Vision Care Services are determined based on the negotiated contract fee between the Company and the Vision Care Provider. The Company's negotiated rate with the Vision Care Provider is ordinarily lower than the Vision Care Provider's billed charge.

#### **Out-of-Network Benefits:**

Benefits for Vision Care Services from out-of-Network Vision Care providers are determined as a percentage of the provider's billed charge.

**Out-of-Pocket Maximum** - any amount the Insured Person pays in Coinsurance for Vision Care Services under this section applies to the Out-of-Pocket Maximum stated in the Policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services under this section applies to the Out-of-Pocket Maximum stated in the Policy Schedule of Benefits.

#### **Policy Deductible**

Benefits for pediatric Vision Care Services provided under this section are not subject to any Policy Deductible stated in the Policy Schedule of Benefits. Any amount the Insured Person pays in Copayments for Vision Care Services under this section does not apply to the Policy Deductible stated in the Policy Schedule of Benefits.

# What Are the Benefit Descriptions?

#### **Benefits**

When benefit limits apply, the limit stated refers to any combination of Network Benefits and out-of-Network Benefits unless otherwise specifically stated.

Benefit limits are calculated on a Policy Year basis unless otherwise specifically stated.

# **Frequency of Service Limits**

Benefits are provided for the Vision Care Services described below, subject to Frequency of Service limits and Copayments and Coinsurance stated under each Vision Care Service in the Schedule of Benefits below.

#### **Routine Vision Examination**

A routine vision examination of the eyes and according to the standards of care in the area where the Insured Person resides, including:

- A patient history that includes reasons for exam, patient medical/eye history, and current medications.
- Visual acuity with each eye and both eyes, far and near, with and without glasses or contact lenses (for example, 20/20 and 20/40).
- Cover test at 20 feet and 16 inches (checks how the eyes work together as a team).
- Ocular motility (how the eyes move) near point convergence (how well eyes move together for near vision tasks, such as reading), and depth perception (3D vision).
- Pupil reaction to light and focusing.
- Exam of the eye lids, lashes, and outside of the eye.
- Retinoscopy (when needed) helps to determine the starting point of the refraction which determines the lens power of the glasses.
- Phorometry/Binocular testing far and near: how well eyes work as a team.
- Tests of accommodation how well the Insured Person sees up close (for example, reading).
- Tonometry, when indicated: test pressure in eye (glaucoma check).
- Ophthalmoscopic examination of the inside of the eye.
- Visual field testing.
- Color vision testing.
- Diagnosis/prognosis.
- Specific recommendations.

Post exam procedures will be performed only when materials are required.

# **Eyeglass Lenses**

Lenses that are placed in eyeglass frames and worn on the face to correct visual acuity limitations.

The Insured Person is eligible to choose only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person chooses more than one of these Vision Care Services, the Company will pay benefits for only one Vision Care Service.

If the Insured Person purchases Eyeglass Lenses and Eyeglass Frames at the same time from the same UnitedHealthcare Vision Network Vision Care Provider, only one Copayment will apply to those Eyeglass Lenses and Eyeglass Frames together.

# **Eyeglass Frames**

A structure that contains eyeglass lenses, holding the lenses in front of the eyes and supported by the bridge of the nose.

The Insured Person is eligible to choose only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person chooses more than one of these Vision Care Services, the Company will pay benefits for only one Vision Care Service.

If the Insured Person purchases Eyeglass Lenses and Eyeglass Frames at the same time from the same UnitedHealthcare Vision Network Vision Care Provider, only one Copayment will apply to those Eyeglass Lenses and Eyeglass Frames together.

#### **Contact Lenses**

Lenses worn on the surface of the eye to correct visual acuity limitations.

Benefits include the fitting/evaluation fees, contact lenses, and follow-up care.

The Insured Person is eligible to choose only one of either eyeglasses (Eyeglass Lenses and/or Eyeglass Frames) or Contact Lenses. If the Insured Person chooses more than one of these Vision Care Services, the Company will pay benefits for only one Vision Care Service.

# **Necessary Contact Lenses**

Benefits are available when a Vision Care Provider has determined a need for and has prescribed the contact lens. Such determination will be made by the Vision Care Provider and not by the Company.

Contact lenses are necessary if the Insured Person has any of the following:

- Keratoconus.
- Anisometropia.
- Irregular corneal/astigmatism.
- Aphakia.
- Facial deformity.
- Corneal deformity.
- Pathological myopia.
- Aniseikonia.
- Aniridia.
- Post-traumatic disorders.

#### **Low Vision**

Benefits are available to Insured Persons who have severe visual problems that cannot be corrected with regular lenses and only when a Vision Care Provider has determined a need for and has prescribed the service. Such determination will be made by the Vision Care Provider and not by the Company.

#### Benefits include:

- Low vision testing: Complete low vision analysis and diagnosis which includes:
  - A comprehensive exam of visual functions.
  - The prescription of corrective eyewear or vision aids where indicated.
  - Any related follow-up care.
- Low vision therapy: Subsequent low vision therapy if prescribed.

# **Schedule of Benefits**

Vision Care Service	What is the Frequency of Service?	Network Benefit	Out-of-Network Benefit
Routine Vision Examination	Once per year.	100% after a	50% of the billed
Eyeglass Lenses		Copayment of \$20.	charge.
	Once per year.	100% after a	50% of the billed
<ul> <li>Single Vision</li> </ul>		Copayment of \$40.	charge.
Diferent		100% after a	50% of the billed
Bifocal		Copayment of \$40.	charge.
Trifocal		100% after a	50% of the billed
- Timedai		Copayment of \$40.	charge.
Lenticular		100% after a Copayment of \$40.	50% of the billed
Lens Extras	Once per year.	Copayment of \$40.	charge.
	Once per year.	4000/	100% of the billed
<ul> <li>Polycarbonate lenses</li> </ul>		100%	charge.
Standard scratch-resistant		100%	100% of the billed
coating		100 /0	charge.
Network and out-of- Network Benefits:  Blended segment lenses, Intermediate vision lenses.  Standard Progressives.  Premium Progressives Photochromic Glass Plastic Photosensitive Polarized Hi-Index Standard Anti- Reflective Coating Premium Anti- Reflective Coating Ultra Anti- Reflective Coating Ultra Anti- Reflective Coating UV Coating		20% of the	billed charge

Vision Care Service	What is the Frequency of Service?	Network Benefit	Out-of-Network Benefit
Eyeglass Frames	Once per year.		
Eyeglass frames with a retail cost up to \$130.		100%	50% of the billed charge.
• Eyeglass frames with a retail cost of \$130 - \$160.		100% after a Copayment of \$15.	50% of the billed charge.
<ul> <li>Eyeglass frames with a retail cost of \$160 - \$200.</li> </ul>		100% after a Copayment of \$30.	50% of the billed charge.

Eyeglass frames with a retail cost of \$200 - \$250.	100% after a Copayment of \$50.	50% of the billed charge.
Eyeglass frames with a retail cost greater than \$250.	60%	50% of the billed charge.

Vision Care Service	What is the Frequency of Service?	Network Benefit	Out-of-Network Benefit
Contact Lenses Fitting & Evaluation	Once per year.	100%	100% of the billed charge.
Contact Lenses			
Covered Contact Lens     Selection	Limited to a 12 month supply.	100% after a Copayment of \$40.	50% of the billed charge.
Necessary Contact Lenses	Limited to a 12 month supply.	100% after a Copayment of \$40.	50% of the billed charge.

Vision Care Service	What is the Frequency of Service?	Network Benefit	Out-of-Network Benefit
Low Vision Care Services Note that benefits for these services will be paid as reimbursements. When obtaining these Vision Care Services, the Insured Person will be required to pay all billed charges at the time of service. The Insured Person may then obtain reimbursement from the Company. Reimbursement will be limited to the amounts stated.	Once every 24 months.		
Low vision testing		100% of the billed charge.	75% of the billed charge.
Low vision therapy		100% of the billed charge.	75% of the billed charge.

# Section 2: Pediatric Vision Exclusions

Except as may be specifically provided in this section under Section 1: Benefits for Pediatric Vision Care Services, benefits are not provided under this section for the following:

- 1. Medical or surgical treatment for eye disease which requires the services of a Physician and for which benefits are available as stated in the policy.
- 2. Non-prescription items (e.g. Plano lenses).
- 3. Replacement or repair of lenses and/or frames that have been lost or broken.
- 4. Optional Lens Extras not listed in Section 1: Benefits for Pediatric Vision Care Services.
- 5. Missed appointment charges.
- 6. Applicable sales tax charged on Vision Care Services.

## **Section 3: Claims for Pediatric Vision Care Services**

When obtaining Vision Care Services from an out-of-Network Vision Care Provider, the Insured Person will be required to pay all billed charges directly to the Vision Care Provider. The Insured Person may then seek reimbursement from the Company. Information about claim timelines and responsibilities in the General Provisions section in the Certificate of Coverage applies to Vision Care Services provided under this section, except that when the Insured Person submits a Vision Services claim, the Insured Person must provide the Company with all of the information identified below.

## **Reimbursement for Vision Care Services**

To file a claim for reimbursement for Vision Care Services provided by an out-of-Network Vision Care Provider, or for Vision Care Services covered as reimbursements (whether or not rendered by a UnitedHealthcare Vision Network Vision Care

Provider or an out-of-Network Vision Care Provider), the Insured Person must provide all of the following information at the address specified below:

- Insured Person's itemized receipts.
- Insured Person's name.
- Insured Person's identification number from the ID card.
- Insured Person's date of birth.

Submit the above information to the Company:

By mail:

Claims Department P.O. Box 30978 Salt Lake City, UT 84130

By facsimile (fax): 248-733-6060

## Section 4: Defined Terms for Pediatric Vision Care Services

The following definitions are in addition to those listed in Definitions section of the Certificate of Coverage:

**Covered Contact Lens Selection** - a selection of available contact lenses that may be obtained from a UnitedHealthcare Vision Network Vision Care Provider on a covered-in-full basis, subject to payment of any applicable Copayment.

**UnitedHealthcare Vision Network** - any optometrist, ophthalmologist, optician or other person designated by the Company who provides Vision Care Services for which benefits are available under the Policy.

Vision Care Provider - any optometrist, ophthalmologist, optician or other person who may lawfully provide Vision Care Services.

Vision Care Service - any service or item listed in this section in Section 1: Benefits for Pediatric Vision Care Services.

# Section 22: UnitedHealthcare Pharmacy (UHCP) Prescription Drug Benefits

# When Are Benefits Available for Prescription Drug Products?

Benefits are available for Prescription Drug Products when dispensed at a UHCP Network Pharmacy as specified in the Policy Schedule of Benefits subject to all terms of the Policy and the provisions, definitions and exclusions specified in this section.

Benefits for Prescription Drug Products are subject to supply limits and Copayments and/or Coinsurance or other payments that vary depending on which of the tiers of the Prescription Drug List the Prescription Drug Product is placed. Refer to the Policy Schedule of Benefits for applicable supply limits and Copayments and/or Coinsurance requirements.

Benefit for Prescription Drug Products are available when the Prescription Drug Product meets the definition of a Covered Medical Expense.

The Insured must either show their ID card to the Network Pharmacy when the prescription is filled or provide the Network Pharmacy with identifying information that can be verified by the Company during regular business hours. If the Insured does not show their ID card to the Network Pharmacy or provide verifiable information, they will need to pay for the Prescription Drug at the pharmacy.

The Insured may then submit a reimbursement form along with the paid receipts in order to be reimbursed. Insureds may obtain reimbursement forms by visiting www.uhcsr.com/tulane and logging in to their online account or by calling Customer Service at 1-855-828-7716.

Information on Network Pharmacies is available at www.uhcsr.com/tulane or by calling Customer Service at 1-855-828-7716.

When prescriptions are filled at pharmacies outside a Network Pharmacy, the Insured must pay for the Prescription Drugs out of pocket and submit the receipts for reimbursement as described in the "How to File a Claim" for Injury and Sickness Benefits section in the Certificate of Coverage.

# **Copayment and/or Coinsurance Amount**

For Prescription Drug Products at a retail Network Pharmacy, Insured Persons are responsible for paying the lowest of:

- The applicable Copayment and/or Coinsurance.
- The Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product.
- The Prescription Drug Charge for that Prescription Drug Product.

For Prescription Drug Products from a mail order Network Pharmacy, Insured Persons are responsible for paying the lower of:

- The applicable Copayment and/or Coinsurance; or
- The Prescription Drug Charge for that Prescription Drug Product.

Insured Persons may be subject to an excess consumer cost burden for covered Prescription Drug Products.

The Insured Person is not responsible for paying a Copayment and/or Coinsurance for PPACA Zero Cost Share Preventive Care Medications.

# **How Do Supply Limits Apply?**

Benefits for Prescription Drug Products are subject to supply limits as written by the Physician and the supply limits that are stated in the Policy Schedule of Benefits, unless adjusted based on the drug manufacturer's packaging size. For a single Copayment and/or Coinsurance, the Insured may receive a Prescription Drug Product up to the stated supply limit.

When a Prescription Drug Product is packaged or designed to deliver in a manner that provides more than a consecutive 31-day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.

When a Prescription Drug Product is dispensed from a mail order Network Pharmacy or a Preferred 90 Day Retail Network Pharmacy, the Prescription Drug Product is subject to the supply limit stated in the Policy Schedule of Benefits, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.

Note: Some products are subject to additional supply limits based on criteria that the Company has developed. Supply limits are subject, from time to time, to the Company's review and change. This may limit the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply or may require that a minimum amount be dispensed.

The Insured may find out whether a Prescription Drug Product has a supply limit for dispensing by contacting the Company at www.uhcsr.com/tulane or by calling Customer Service at 1-855-828-7716.

# What Happens When a Brand-name Drug Becomes Available as a Generic?

If a Generic becomes available for a Brand-name Prescription Drug Product, the tier placement of the Brand-name Prescription Drug may change. Therefore, the Copayment and/or Coinsurance may change or the Insured will no longer have benefits for that particular Brand-name Prescription Drug Product.

# What Happens When a Biosimilar Product Becomes Available for a Reference Product?

If a biosimilar becomes available for a reference product (a biological Prescription Drug Product), the tier placement of the reference product may change. Therefore, the Copayment and/or Coinsurance may change or the Insured will no longer have benefits for that particular reference product. We will not remove or change the tier placement of Prescription Drug Products from our Prescription Drug List (PDL) no more than one time per calendar year on the Policy effective date.

# **Designated Pharmacies**

If the Insured requires certain Prescription Drug Products, including, but not limited to, Specialty Prescription Drug Products, the Company may direct the Insured to a Designated Pharmacy with whom the Company has an arrangement to provide those Prescription Drug Products.

If the Insured is directed to a Designated Pharmacy and chooses not to obtain their Prescription Drug Product from a Designated Pharmacy, the Insured may opt-out of the Designated Pharmacy program at www.uhcsr.com/tulane or by calling Customer Service at 1-855-828-7716.

If the Insured opts-out of the program and fills their Prescription Drug Product at a non-Designated Pharmacy but does not inform the Company, the Insured will be responsible for the entire cost of the Prescription Drug Product at the point-of-sale and will need to file a claim as described in the "How to File a Claim for Injury and Sickness Benefits" of the Certificate of Coverage.

If the Insured is directed to a Designated Pharmacy and has informed the Company of their decision not to obtain their Prescription Drug Product from a Designated Pharmacy, benefits will be paid based on the out-of-Network Benefit for that Prescription Drug Product.

For a Specialty Prescription Drug Product, if the Insured chooses to obtain their Specialty Prescription Drug Product at a Non-Preferred Specialty Network Pharmacy, the Insured will be required to pay the retail Network Pharmacy Copayment and/or the retail Network Pharmacy Coinsurance based on the applicable tier.

# **Specialty Prescription Drug Products**

Benefits are provided for Specialty Prescription Drug Products.

If the Insured requires Specialty Prescription Drug Products, the Company may direct the Insured to a Designated Pharmacy with whom the Company has an arrangement to provide those Specialty Prescription Drug Products.

If the Insured is directed to a Designated Pharmacy and the Insured has informed the Company of their decision not to obtain their Specialty Prescription Drug Product from a Designated Pharmacy, and the Insured chooses to obtain their Specialty Prescription Drug Product at a Non-Preferred Specialty Network Pharmacy, the Insured will be required to pay the retail Network Pharmacy Copayment and/or the retail Network Pharmacy Coinsurance based on the applicable tier.

The Company designates certain Network Pharmacies to be Preferred Specialty Network Pharmacies. The Company may periodically change the Preferred Specialty Network Pharmacy designation of a Network Pharmacy. These changes may occur without prior notice to the Insured unless required by law. The Insured may find out whether a Network Pharmacy is a Preferred Specialty Network Pharmacy at www.uhcsr.com/tulane or by calling Customer Service at 1-855-828-7716.

Please see the Definitions Section for a full description of Specialty Prescription Drug Product and Designated Pharmacy.

The following supply limits apply to Specialty Prescription Drug Products.

As written by the Physician, up to a consecutive 31-day supply of a Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits.

When a Specialty Prescription Drug Product is packaged or designed to deliver in a manner that provides more than a consecutive 31-day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.

If a Specialty Prescription Drug Product is provided for less than or more than a 31-day supply, the Copayment and/or Coinsurance that applies will reflect the number of days dispensed.

Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

# **Do Prior Authorization Requirements Apply?**

Before certain Prescription Drug Products are dispensed at a Network Pharmacy, either the Insured's Physician, Insured's pharmacist or the Insured is required to obtain prior authorization from the Company or the Company's designee. The reason for obtaining prior authorization from the Company is to determine whether the Prescription Drug Product, in accordance with the Company's approved guidelines, is each of the following:

- It meets the definition of a Covered Medical Expense.
- It is not an Experimental or Investigational or Unproven Service.

If the Insured does not obtain prior authorization from the Company before the Prescription Drug Product is dispensed, the Insured may pay more for that Prescription Order or Refill. The Prescription Drug Products requiring prior authorization are subject, from time to time, to the Company's review and change. There may be certain Prescription Drug Products that

require the Insured to notify the Company directly rather than the Insured's Physician or pharmacist. The Insured may find out whether a particular Prescription Drug requires prior authorization at www.uhcsr.com/tulane or by calling Customer Service at 1-855-828-7716.

If the Insured does not obtain prior authorization from the Company before the Prescription Drug Product is dispensed, the Insured can ask the Company to consider reimbursement after the Insured receives the Prescription Drug Product. The Insured will be required to pay for the Prescription Drug Product at the pharmacy.

When the Insured submits a claim on this basis, the Insured may pay more because they did not obtain prior authorization from the Company before the Prescription Drug Product was dispensed. The amount the Insured is reimbursed will be based on the Prescription Drug Charge (for Prescription Drug Products from a Network Pharmacy) or the Out-of-Network Reimbursement Rate (for Prescription Drug Products from an out-of-Network Pharmacy), less the required Copayment and/or Coinsurance and any Deductible that applies.

Benefits may not be available for the Prescription Drug Product after the Company reviews the documentation provided and determines that the Prescription Drug Product is not a Covered Medical Expense or it is an Experimental or Investigational or Unproven Service.

For any covered Prescription Drug Product related to the treatment of cancer for which prior authorization is required, the Company will review per the posted prior authorization requirements; however, if the drug(s) is recommended by nationally recognized clinical practice guidelines or consensus statements for use in the treatment for the Insured's particular type of cancer, then any associated prior authorization shall be approved within the state specific time frame.

Coverage shall be provided for Medically Necessary hormone replacement therapy medications prescribed to treat the symptoms of menopause and perimenopause without the application of prior authorization or step therapy protocols.

# **Does Step Therapy Apply?**

Certain Prescription Drug Products for which benefits are provided are subject to step therapy requirements. In order to receive benefits for such Prescription Drug Products an Insured must use a different Prescription Drug Product(s) first. However, you or your prescriber may request an override exception and we will provide determination no later than 72 hours after receipt of the request for the step therapy override exception. An expedited exception request will be reviewed with a determination provided no later than 24 hours following the request.

The Insured may find out whether a Prescription Drug Product is subject to step therapy requirements at www.uhcsr.com/tulane or by calling Customer Service at 1-855-828-7716.

In the case of drugs for the treatment of stage 4 advanced, metastatic cancer, Prescription Drug Products will not be subject to step therapy requirements if the use of the Prescription Drug Product is consistent with at least one of the following:

- The use is consistent with the FDA approved indication.
- There is a National Comprehensive Cancer Network Drugs and Biologics Compendium Indication.
- The use is supported by peer-reviewed, evidence-based medical literature.

# When Does the Company Limit Selection of Pharmacies?

If the Company determines that an Insured Person may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, the Insured Person's choice of Network Pharmacies may be limited. If this happens, the Company may require the Insured to choose one Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if the Insured uses the chosen Network Pharmacy. If the Insured does not make a selection within 31 days of the date the Company notifies the Insured, the Company will choose a Network Pharmacy for the Insured.

# **Coverage Policies and Guidelines**

The Company's Prescription Drug List (PDL) Management Committee makes tier placement changes on the Company's behalf. The PDL Management Committee places FDA-approved Prescription Drug Products into tiers by considering a number of factors including clinical and economic factors. Clinical factors may include review of the place in therapy or use as compared to other similar product or services, site of care, relative safety or effectiveness of the Prescription Drug Product, as well as if certain supply limits or prior authorization requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's total cost including any rebates and evaluations on the cost effectiveness of the Prescription Drug Product.

Some Prescription Drug Products are more cost effective for treating specific conditions as compared to others, therefore; a Prescription Drug may be placed on multiple tiers according to the condition for which the Prescription Drug Product was prescribed to treat.

The Company may, from time to time, change the placement of a Prescription Drug Product among the tiers. These changes will happen no more than one time per calendar year on the Policy effective date.

When considering a Prescription Drug Product for tier placement, the PDL Management Committee reviews clinical and economic factors regarding Insured Persons as a general population. Whether a particular Prescription Drug Product is appropriate for an individual Insured Person is a determination that is made by the Insured Person and the prescribing Physician.

NOTE: The tier placement of a Prescription Drug Product may change, from time to time, based on the process described above. As a result of such changes, the Insured may be required to pay more or less for that Prescription Drug Product. Please access www.uhcsr.com/tulane or call Customer Service at 1-855-828-7716 for the most up-to-date tier placement.

# **Rebates and Other Payments**

The Company may receive rebates for certain drugs included on the Prescription Drug List. The Company does not pass these rebates on to the Insured Person, nor are they applied to the Insured's Deductible or taken into account in determining the Insured's Copayments and/or Coinsurance.

The Company, and a number of its affiliated entities, conducts business with various pharmaceutical manufacturers separate and apart from this Prescription Drug section. Such business may include, but is not limited to, data collection, consulting, educational grants and research. Amounts received from pharmaceutical manufacturers pursuant to such arrangements are not related to this Prescription Drug Benefit. The Company is not required to pass on to the Insured, and does not pass on to the Insured, such amounts.

#### **Definitions**

**Brand-name** means a Prescription Drug Product: (1) which is manufactured and marketed under a trademark or name by a specific drug manufacturer; or (2) that the Company identifies as a Brand-name product, based on available data resources. This includes data sources such as Medi-Span that classify drugs as either brand or generic based on a number of factors. Not all products identified as a "brand name" by the manufacturer, pharmacy, or an Insured's Physician will be classified as Brand-name by the Company.

Chemically Equivalent means when Prescription Drug Products contain the same active ingredient.

**Designated Pharmacy** means a pharmacy that has entered into an agreement with the Company or with an organization contracting on the Company's behalf, to provide specific Prescription Drug Products. This includes Specialty Prescription Drug Products. Not all Network Pharmacies are a Designated Pharmacy.

**Experimental or Investigational Services** means medical, surgical, diagnostic, psychiatric, mental health, substance-related and addictive disorders or other health care services, technologies, supplies, treatments, procedures, drug therapies, medications, or devices that, at the time the Company makes a determination regarding coverage in a particular case, are determined to be any of the following:

- Not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified as appropriate for the proposed use in any of the following:
  - AHFS Drug Information (AHFS DI) under therapeutic uses section.
  - Elsevier Gold Standard's Clinical Pharmacology under the indications section.
  - DRUGDEX System by Micromedex under the therapeutic uses section and has a strength recommendation rating of class I, class IIa, or class IIb.
  - National Comprehensive Cancer Network (NCCN) drugs and biologics compendium category of evidence 1, 2A, or 2B.
- Subject to review and approval by any institutional review board for the proposed use. (Devices which are FDA approved
  under the Humanitarian Use Device exemption are not considered to be Experimental or Investigational.)
- The subject of an ongoing clinical trial that meets the definition of a Phase 1, 2 or 3 clinical trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight.
- Only obtainable, with regard to outcomes for the given indication, within research settings.

#### Exceptions:

- Clinical trials for which benefits are specifically provided for in the Policy.
- The Company may, as it determines, consider an otherwise Experimental or Investigational Service to be a Covered Medical Expense for that Injury or Sickness if:
  - The Insured is not a participant in a qualifying clinical trial as provided for in the Policy.
  - The Insured has a Sickness or Injury that is likely to cause death within one year of the request for treatment.
- Prior to such a consideration, the Company must first establish that there is sufficient evidence to conclude that, even though unproven, the service has significant potential as an effective treatment for that Sickness or Injury.

**Generic** means a Prescription Drug Product: (1) that is Chemically Equivalent to a Brand-name drug; or (2) that the Company identifies as a Generic product based on available data resources. This includes data sources such as Medi-Span that classify drugs as either brand or generic based on a number of factors. Not all products identified as a "generic" by the manufacturer, pharmacy or Insured's Physician will be classified as a Generic by the Company.

**Maintenance Medication** means a Prescription Drug Product expected to be used for six months or more to treat or prevent a chronic condition. The Insured may find out if a Prescription Drug Product is a Maintenance Medication at www.uhcsr.com/tulane or by calling Customer Service at 1-855-828-7716.

## Network Pharmacy means a pharmacy that has:

- Entered into an agreement with the Company or an organization contracting on the Company's behalf to provide Prescription Drug Products to Insured Persons.
- Agreed to accept specified reimbursement rates for dispensing Prescription Drug Products.
- Been designated by the Company as a Network Pharmacy.

**New Prescription Drug Product** means a Prescription Drug Product or new dosage form of a previously approved Prescription Drug Product, for the period of time starting on the date the Prescription Drug Product or new dosage form is approved by the U.S. Food and Drug Administration (FDA) and ending on the earlier of the following dates:

- The date it is placed on a tier by the Company's PDL Management Committee.
- December 31st of the following calendar year.

**Non-Preferred Specialty Network Pharmacy** means a specialty Network Pharmacy that the Company identifies as a non-preferred pharmacy within the network.

**Out-of-Network Reimbursement Rate** means the amount the Company will pay to reimburse an Insured for a Prescription Drug Product that is dispensed at an out-of-Network Pharmacy. The Out-of-Network Reimbursement Rate for a particular Prescription Drug Product dispensed at an out-of-Network Pharmacy includes a dispensing fee and any applicable sales tax.

PPACA means Patient Protection and Affordable Care Act of 2010.

**PPACA Zero Cost Share Preventive Care Medications** means the medications that are obtained at a Network Pharmacy with a Prescription Order or Refill from a Physician and that are payable at 100% of the Prescription Drug Charge (without application of any Copayment, Coinsurance, or Deductible) as required by applicable law under any of the following:

- 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.
- Certain immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
- 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.
- With respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

The Insured may find out if a drug is a PPACA Zero Cost Share Preventive Care Medication as well as information on access to coverage of Medically Necessary alternatives at www.uhcsr.com/tulane or by calling Customer Service at 1-855-828-7716.

**Preferred 90 Day Retail Network Pharmacy** means a retail pharmacy that the Company identifies as a preferred pharmacy within the network for Maintenance Medication.

**Preferred Specialty Network Pharmacy** means a specialty Network Pharmacy that the Company identifies as a preferred pharmacy within the network.

**Prescription Drug Charge** means the rate the Company has agreed to pay the Network Pharmacies for a Prescription Drug Product dispensed at a Network Pharmacy. The rate includes a dispensing fee and any applicable sales tax.

**Prescription Drug List** means a list that places into tiers medications or products that have been approved by the U.S. Food and Drug Administration. This list is subject to the Company's review and change from time to time (no more than one time per calendar year on the Policy effective date). The Insured may find out which tier a particular Prescription Drug Product has been placed at www.uhcsr.com/tulane or call Customer Service at 1-855-828-7716.

**Prescription Drug List (PDL) Management Committee** means the committee that the Company designates for placing Prescription Drugs into specific tiers.

**Prescription Drug Product** means a medication or product that has been approved by the U.S. Food and Drug Administration and that can, under federal or state law, be dispensed only according to a Prescription Order or Refill. A Prescription Drug Product includes a medication that is generally appropriate for self-administration or administration by a non-skilled caregiver. For the purpose of the benefits under the Policy, this definition includes:

- Inhalers (with spacers).
- Insulin.
- Certain vaccines/immunizations administered in a Network Pharmacy.
- · Certain injectable medications administered at a Network Pharmacy.
- The following diabetic supplies:
  - standard insulin syringes with needles;
  - blood-testing strips glucose;
  - urine-testing strips glucose;
  - ketone-testing strips and tablets;
  - lancets and lancet devices; and
  - glucose meters, including continuous glucose monitors.

**Prescription Order or Refill** means the directive to dispense a Prescription Drug Product issued by a Physician whose scope of practice permits issuing such a directive.

**Specialty Prescription Drug Product** means Prescription Drug Products that are generally high cost, self-administered biotechnology drugs used to treat patients with certain illnesses. Insured Persons may access a complete list of Specialty Prescription Drug Products at www.uhcsr.com/tulane or call Customer Service at 1-855-828-7716.

**Therapeutically Equivalent** means when Prescription Drugs Products have essentially the same efficacy and adverse effect profile.

**Unproven Service(s)** means services, including medications and devices, regardless of U.S. Food and Drug Administration (FDA) approval, that are determined not to be effective for the treatment of the medical or behavioral health condition or not determined to have a beneficial effect on the health outcomes due to insufficient and inadequate clinical evidence from well-designed randomized controlled trials or observational studies in the prevailing published peer-reviewed medical literature.

- Well-designed systematic reviews (with or without meta-analyses) of multiple well-designed randomized controlled trials.
- Individual well-designed randomized controlled trials.
- Well-designed observational studies with one or more concurrent comparison group(s) including cohort studies, case-control studies, cross-sectional studies, and systematic reviews (with or without meta-analyses) of such studies.

The Company has a process by which it compiles and reviews clinical evidence with respect to certain health services. From time to time, the Company issues medical and drug policies that describe the clinical evidence available with respect to specific health care services. These medical and drug policies are subject to change without prior notice. The Insured can view these policies at liveandworkwell.com.

If the Insured has a life-threatening Injury or Sickness (one that is likely to cause death within one year of the request for treatment) the Company may, as it determines, consider an otherwise Unproven Service to be a Covered Medical Expense for that Injury or Sickness. Prior to such a consideration, the Company must first establish that there is sufficient evidence to conclude that, even though unproven, the service has significant potential as an effective treatment for that Sickness or Injury.

**Usual and Customary Charge** means the usual fee that a pharmacy charges individuals for a Prescription Drug Product without reference to reimbursement to the pharmacy by third parties. This fee includes a dispensing fee and any applicable sales tax.

#### Additional Exclusions

In addition to the Exclusions and Limitations shown in the Certificate of Coverage, the following Exclusions apply:

- 1. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- 2. Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.
- 3. Prescription Drug Products dispensed outside the United States, except as required for a Medical Emergency.
- 4. Drugs which are prescribed, dispensed or intended for use during an Inpatient stay.
- 5. Experimental or Investigational Services or Unproven Services and medications; medications used for experimental indications for certain diseases and/or dosage regimens determined by the Company to be experimental, investigational or unproven.
- 6. Prescription Drug Products furnished by the local, state or federal government. Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
- 7. Prescription Drug products for any condition, Injury, Sickness or Mental Illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
- 8. A pharmaceutical product for which benefits are provided in the Certificate of Coverage.
- 9. General vitamins, except the following, which require a Prescription Order or Refill:
  - Prenatal vitamins.
  - Vitamins with fluoride.
  - Single entity vitamins.
- 10. Certain unit dose packaging or repackagers of Prescription Drug Products.
- 11. Medications used for cosmetic or convenience purposes.
- 12. Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that the Company determines do not meet the definition of a Covered Medical Expense.
- 13. Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by the Company's PDL Management Committee.
- 14. Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration (FDA) and requires a Prescription Order or Refill. Compounded drugs that contain a non-FDA approved bulk chemical. Compounded drugs that are available as a similar commercially available Prescription Drug Product. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are placed on Tier-3.)
- 15. Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Company has designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drug Products that are available in over-the-counter form or made up of components that are available in over-the-counter form or equivalent. Certain Prescription Drug Products that the Company has determined are Therapeutically Equivalent to an over-the-counter drug or supplement. Such determinations may be made no more than one time per calendar year on the Policy effective date. The Company may decide at any time to reinstate benefits for a Prescription Drug Product that was previously excluded under this provision.
- 16. Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, and prescription medical food products, even when used for the treatment of Sickness or Injury, except as required by state mandate.
- 17. A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made no more than one time per calendar year on the Policy effective date, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
- 18. A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product. Such determinations may be made no more than one time per calendar year on the Policy effective date, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
- 19. Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available, unless otherwise required by law or approved by the Company. Such determinations may be made no more than one time per calendar year on the Policy effective date, and the Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
- 20. A Prescription Drug Product with either:
  - An approved biosimilar.
  - A biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product.

For the purpose of this exclusion a "biosimilar" is a biological Prescription Drug Product approved based on both of the following:

- It is highly similar to a reference product (a biological Prescription Drug Product).
- It has no clinically meaningful differences in terms of safety and effectiveness from the reference product. Such determinations may be made no more than one time per calendar year on the Policy effective date. The Company may decide at any time to reinstate benefits for a Prescription Drug that was previously excluded under this provision.
- 21. Prescription Drug Products as a replacement for a previously dispensed Prescription Drug Product that was lost, stolen, broken or destroyed.
- 22. Durable medical equipment, including certain insulin pumps and related supplies for the management and treatment of diabetes, for which benefits are provided in the Policy. Prescribed and non-prescribed outpatient supplies. This does not apply to diabetic supplies and inhaler spacers specifically stated as covered.
- 23. Diagnostic kits and products, including associated services.
- 24. Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.
- 25. Certain Prescription Drug Products that are FDA approved as a package with a device or application, including smart package sensors and/or embedded drug sensors. This exclusion does not apply to a device or application that assists the Insured Person with the administration of a Prescription Drug Product.
- 26. A Prescription Drug Product that contains marijuana, including medical marijuana.

# Right to Request an Exclusion Exception

When a Prescription Drug Product is excluded from coverage, the Insured Person or the Insured's representative may request an exception to gain access to the excluded Prescription Drug Product. To make a request, contact the Company in writing or call 1-866-808-8266. The Company will notify the Insured Person of the Company's determination within 72 hours.

Please note, if the request for an exception is approved, the Insured may be responsible for paying the applicable Copayment and/or Coinsurance based on the Prescription Drug Product tier placement, or at the highest tier as described in the Schedule of Benefits.

## **Urgent Requests**

If the Insured Person's request requires immediate action and a delay could significantly increase the risk to the Insured Person's health, or the ability to regain maximum function, call the Company as soon as possible. The Company will provide a written or electronic determination within 24 hours.

## **External Review**

If the Insured Person is not satisfied with the Company's determination of the exclusion exception request, the Insured Person may be entitled to request an external review. The Insured Person or the Insured Person's representative may request an external review by sending a written request to the Company at the address set out in the determination letter or by calling 1-866-808-8266. The *Independent Review Organization (IRO)* will notify the Insured Person of the determination within 72 hours.

# **Expedited External Review**

If the Insured Person is not satisfied with the Company's determination of the exclusion exception request and it involves an urgent situation, the Insured Person or the Insured's representative may request an expedited external review by calling 1-866-808-8266 or by sending a written request to the address set out in the determination letter. The IRO will notify the Insured Person of the determination within 24 hours.

# **Section 23: Assistance and Evacuation Benefits**

An Insured Person under this insurance plan is eligible for Assistance and Evacuation Benefits in addition to the underlying plan coverage. The requirements to receive these benefits are as follows:

International Students, insured spouse, Domestic Partner and insured minor child(ren) are eligible to receive Assistance and Evacuation Benefits worldwide, except in their Home Country.

Domestic Students, insured spouse, Domestic Partner and insured minor child(ren) are eligible for Assistance and Evacuation Benefits when 100 miles or more away from their campus address or 100 miles or more away from their permanent home address or while participating in a study abroad program.

# **DEFINITIONS**

The following definitions apply to the Assistance and Evacuation Benefits described further below.

"Emergency Medical Event" means an event wherein an Insured Person's medical condition and situation are such that, in the opinion of the Company's affiliate or authorized vendor and the Insured Person's treating physician, the Insured Person requires urgent medical attention without which there would be a significant risk of death, or serious impairment and adequate medical treatment is not available at the Insured Person's initial medical facility.

"Home Country" means, with respect to an Insured Person, the country or territory as shown on the Insured Person's passport or the country or territory of which the Insured Person is a permanent resident.

"Host Country" means, with respect to an Insured Person, the country or territory the Insured Person is visiting or in which the Insured Person is living, which is not the Insured Person's Home Country.

"Physician Advisors" mean physicians retained by the Company's affiliate or authorized vendor for provision of consultative and advisory services to the Company's affiliate or authorized vendor, including the review and analysis of the medical care received by Insured Persons.

An Insured Person must notify the Company's affiliate or authorized vendor to obtain benefits for Medical Evacuation and Repatriation. If the Insured Person doesn't notify the Company's affiliate or authorized vendor, the Insured Person will be responsible for paying all charges and no benefits will be paid.

#### MEDICAL EVACUATION AND REPATRIATION BENEFITS

**Emergency Medical Evacuation:** If an Insured Person suffers a Sickness or Injury, experiences an Emergency Medical Event and adequate medical facilities are not available locally in the opinion of the *Medical Director* of the Company's affiliate or authorized vendor will provide an emergency medical evacuation (under medical supervision if necessary) to the nearest facility capable of providing adequate care by whatever means is necessary. The Company will pay costs for arranging and providing for transportation and related medical services (including the cost of a medical escort if necessary) and medical supplies necessarily incurred in connection with the emergency medical evacuation.

**Dispatch of Doctors/Specialists:** If an Insured Person experiences an Emergency Medical Event and the Company's affiliate or authorized vendor determines that an Insured Person cannot be adequately assessed by telephone for possible medical evacuation from the initial medical facility or that the Insured Person cannot be moved and local treatment is unavailable, the Company's affiliate or authorized vendor will arrange to send an appropriate medical practitioner to the Insured Person's location when it deems it appropriate for medical management of a case. The Company will pay costs for transportation and expenses associated with dispatching a medical practitioner to an Insured Person's location, not including the costs of the medical practitioner's service.

**Medical Repatriation**: After an Insured Person receives initial treatment and stabilization for a Sickness or Injury, if the attending physician and the *Medical Director* of the Company's affiliate or authorized vendor determine that it is medically necessary, the Company's affiliate or authorized vendor will transport an Insured Person back to the Insured Person's permanent place of residence for further medical treatment or to recover. The Company will pay costs for arranging and providing for transportation and related medical services (including the cost of a medical escort if necessary) and medical supplies necessarily incurred in connection with the repatriation.

**Transportation after Stabilization:** If Medical Repatriation is not required following stabilization of the Insured Person's condition and discharge from the hospital, the Company's affiliate or authorized vendor will coordinate transportation to the Insured Person's point of origin, Home Country, or Host Country. The Company will pay costs for economy transportation (or upgraded transportation to match an Insured Person's originally booked travel arrangements) to the Insured Person's original point of origin, Home Country or Host Country.

**Transportation to Join a Hospitalized Insured Person:** If an Insured Person who is travelling alone is or will be hospitalized for more than three (3) days due to a Sickness or Injury, the Company's affiliate or authorized vendor will coordinate round-trip airfare for a person of the Insured Person's choice to join the Insured Person. The Company will pay costs for economy class round-trip airfare for a person to join the Insured Person.

Return of Minor Children: If an Insured Person's minor child(ren) age 18 or under are present but left unattended as a result of the Insured Person's Injury or Sickness, the Company's affiliate or authorized vendor will coordinate airfare to send them back to the Insured Person's Home Country. The Company's affiliate or authorized vendor will also arrange for the services, transportation expenses, and accommodations of a non-medical escort, if required as determined by the Company's affiliate or authorized vendor. The Company will pay costs for economy class one-way airfare for the minor children (or upgraded transportation to match the Insured Person's originally booked travel arrangement) and, if required, the cost of the services, transportation expenses, and accommodations of a non-medical escort to accompany the minor children back to the Insured Person's Home Country.

Repatriation of Mortal Remains: In the event of an Insured Person's death, the Company's affiliate or authorized vendor will assist in obtaining the necessary clearances for the Insured Person's cremation or the return of the Insured Person's mortal remains. The Company's affiliate or authorized vendor will coordinate the preparation and transportation of the Insured Person's mortal remains to the Insured Person's Home Country or place of primary residence, as it obtains the number of certified death certificates required by the Host Country and Home Country to release and receive the remains. The Company will pay costs for the certified death certificates required by the Home Country or Host Country to release the remains and expenses of the preparation and transportation of the Insured Person's mortal remains to the Insured Person's Home Country or place of primary residence.

## **CONDITIONS AND LIMITATIONS**

Assistance and Evacuation Benefits shall only be provided to an Insured Person after the Company's affiliate or authorized vendor receives the request (in writing or via phone) from the Insured Person or an authorized representative of the Insured Person of the need for the requested Assistance and Evacuation Benefits. In all cases, the requested Assistance and Evacuation Benefits services and payments must be arranged, authorized, verified and approved in advance by the Company's affiliate or authorized vendor.

With respect to any evacuation requested by an Insured Person, the Company's affiliate or authorized vendor reserves the right to determine, at its sole discretion, the need for and the feasibility of an evacuation and the means, method, timing, and destination of such evacuation, and may consult with relevant third-parties, including as applicable, Physician Advisors and treating physicians as needed to make its determination.

In the event an Insured Person is incapacitated or deceased, his/her designated or legal representative shall have the right to act for and on behalf of the Insured Person.

The following Exclusions and Limitations apply to the Assistance and Evacuation Benefits.

In no event shall the Company be responsible for providing Assistance and Evacuation Benefits to an Insured Person in a situation arising from or in connection with any of the following:

- 1. Travel costs that were neither arranged nor approved in advance by the Company's affiliate or authorized vendor.
- 2. Taking part in military or police service operations.
- 3. Insured Person's failure to properly procure or maintain immigration, work, residence or similar type visas, permits or documents.
- 4. The actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause.
- 5. Any evacuation or repatriation that requires an Insured Person to be transported in a biohazard-isolation unit.
- 6. Medical Evacuations from a marine vessel, ship, or watercraft of any kind.
- 7. Medical Evacuations directly or indirectly related to a natural disaster.
- 8. Subsequent Medical Evacuations for the same or related Sickness, Injury or Emergency Medical Event regardless of location.

# **Additional Assistance Services**

The following assistance services will be available to an Insured Person in addition to the Assistance and Evacuation Benefits.

## MEDICAL ASSISTANCE SERVICES

**Worldwide Medical and Dental Referrals:** Upon an Insured Person's request, the Company's affiliate or authorized vendor will provide referrals to physicians, hospitals, dentists, and dental clinics in the area the Insured Person is traveling in order to assist the Insured Person in locating appropriate treatment and quality care.

**Monitoring of Treatment**: As and to the extent permissible, the Company's affiliate or authorized vendor will continually monitor the Insured Person's medical condition. Third-party medical providers may offer consultative and advisory services to the Company's affiliate or authorized vendor in relation to the Insured Person's medical condition, including review and analysis of the quality of medical care received by the Insured Person.

**Facilitation of Hospital Admittance Payments:** The Company's affiliate or authorized vendor will issue a financial guarantee (or wire funds) on behalf of Company up to five thousand dollars (US\$5,000) to facilitate admittance to a foreign (non-US) medical facility.

**Relay of Insurance and Medical Information:** Upon an Insured Person's request and authorization, the Company's affiliate or authorized vendor will relay the Insured Person's insurance benefit information and/or medical records and information to a health care provider or treating physician, as appropriate and permissible, to help prevent delays or denials of medical care. The Company's affiliate or authorized vendor will also assist with hospital admission and discharge planning.

**Medication and Vaccine Transfers:** In the event a medication or vaccine is not available locally, or a prescription medication is lost or stolen, the Company's affiliate or authorized vendor will coordinate the transfer of the medication or vaccine to Insured Persons upon the prescribing physician's authorization, if it is legally permissible.

**Updates to Family, Employer, and Home Physician:** Upon an Insured Person's approval, the Company's affiliate or authorized vendor will provide periodic case updates to appropriate individuals designated by the Insured Person in order to keep them informed.

**Hotel Arrangements:** The Company's affiliate or authorized vendor will assist Insured Persons with the arrangement of hotel stays and room requirements before or after hospitalization or for ongoing care.

Replacement of Corrective Lenses and Medical Devices: The Company's affiliate or authorized vendor will assist with the replacement of corrective lenses or medical devices if they are lost, stolen, or broken during travel.

## **WORLDWIDE DESTINATION INTELLIGENCE**

**Destination Profiles:** When preparing for travel, an Insured Person can contact the Company's affiliate or authorized vendor to have a pre-trip destination report sent to the Insured Person. This report draws upon an intelligence database of over 280 cities covering subject such as health and security risks, immunizations, vaccinations, local hospitals, crime, emergency phone numbers, culture, weather, transportation information, entry and exit requirements, and currency. The global medical and security database of over 170 countries and 280 cities is continuously updated and includes intelligence from thousands of worldwide sources.

# TRAVEL ASSISTANCE SERVICES

**Replacement of Lost or Stolen Travel Documents:** The Company's affiliate or authorized vendor will assist the Insured Person in taking the necessary steps to replace passports, tickets, and other important travel documents.

**Emergency Travel Arrangements:** The Company's affiliate or authorized vendor will make new reservations for airlines, hotels, and other travel services for an Insured Person in the event of a Sickness or Injury, to the extent that the Insured Person is entitled to receive Assistance and Evacuation Benefits.

**Transfer of Funds:** The Company's affiliate or authorized vendor will provide the Insured Person with an emergency cash advance subject to the Company's affiliate or authorized vendor first securing funds from the Insured Person (via a credit card) or his/her family.

**Legal Referrals:** Should an Insured Person require legal assistance, the Company's affiliate or authorized vendor will direct the Insured Person to a duly licensed attorney in or around the area where the Insured Person is located.

Language Services: The Company's affiliate or authorized vendor will provide immediate interpretation assistance to an Insured Person in a variety of languages in an emergency situation. If a requested interpretation is not available or the requested assistance is related to a non-emergency situation, the Company's affiliate or authorized vendor will provide the Insured Person with referrals to interpreter services. Written translations and other custom requests, including an on-site interpreter, will be subject to an additional fee.

**Message Transmittals:** Insured Persons may send and receive emergency messages toll-free, 24-hours a day, through the Company's affiliate or authorized vendor.

# HOW TO ACCESS ASSISTANCE AND EVACUATION SERVICES

Assistance and Evacuation Services are available 24 hours a day, 7 days a week, 365 days a year.

To access services, please refer to the phone number on the back of the Insured Person's ID Card or access My Account at www.uhcsr.com/MyAccount and select My Benefits/Additional Benefits/UHC Global Emergency Services.

When calling the Emergency Response Center, the caller should be prepared to provide the following information:

- Caller's name, telephone and (if possible) fax number, and relationship to the Insured Person.
- Insured Person's name, age, sex, and ID Number as listed on the Insured Person's Medical ID card.
- Description of the Insured Person's condition.
- Name, location, and telephone number of hospital, if applicable.
- Name and telephone number of the attending physician.
- Information on where the physician can be immediately reached.

If the condition is a medical emergency, the Insured Person should go immediately to the nearest physician or hospital without delay and then contact the 24-hour Emergency Response Center.

All medical expenses related to hospitalization and treatment costs incurred should be submitted to the Company for consideration at the address located in the "How to File a Claim for Injury and Sickness Benefits" section of the Certificate of Coverage and are subject to all Policy benefits, provisions, limitations, and exclusions.

# **Schedule of Benefits**

Tulane University 2025-54-2

**METALLIC LEVEL – PLATINUM WITH ACTUARIAL VALUE OF 88.000%** 

**Injury and Sickness Benefits** 

# No Overall Maximum Dollar Limit (Per Insured Person, Per Policy Year)

Deductible Preferred Provider\$250 (Per Insured Person, Per Policy Year)Deductible Preferred Provider\$750 (For all Insureds in a Family, Per Policy Year)

**Deductible Out-of-Network Provider** \$500 (Per Insured Person, Per Policy Year) **Deductible Out-of-Network Provider** \$1,500 (For all Insureds in a Family, Per Policy Year)

Coinsurance Preferred Provider90% except as noted belowCoinsurance Out-of-Network Provider60% except as noted below

Out-of-Pocket Maximum Preferred Provider \$5,000 (Per Insured Person, Per Policy Year)

Out-of-Pocket Maximum Preferred Provider \$10,000 (For all Insureds in a Family, Per Policy Year)

Out-of-Pocket Maximum Out-of-Network Provider \$5,000 (Per Insured Person, Per Policy Year)

Out-of-Pocket Maximum Out-of-Network Provider \$10,000 (For all Insureds in a Family, Per Policy Year)

The Policy provides benefits for the Covered Medical Expenses incurred by an Insured Person for loss due to a covered Injury or Sickness.

The Preferred Provider for this plan is UnitedHealthcare Choice Plus.

**Preferred Provider Benefits** apply to Covered Medical Expenses that are provided by a Preferred Provider. If a Preferred Provider is not available in the Network Area, benefits will be paid for Covered Medical Expenses provided by an Out-of-Network Provider at the Preferred Provider Benefit level. "Network area" means the 50 mile radius around the local school campus the Named Insured is attending.

**Out-of-Network Provider Benefits** apply to Covered Medical Expenses that are provided by an Out-of-Network Provider. Refer to the *Preferred Provider and Out-of-Network Provider Information* section of the Certificate for information on reimbursement for Emergency Services provided by an Out-of-Network Provider, Covered Medical Expenses provided at certain Preferred Provider facilities by an Out-of-Network Physician, and Air Ambulance transport provided by an Out-of-Network Provider.

**Out-of-Pocket Maximum:** After the Out-of-Pocket Maximum has been satisfied, Covered Medical Expenses will be paid at 100% for the remainder of the Policy Year subject to any benefit maximums or limits that may apply. Separate Out-of-Pocket Maximums apply to Preferred Provider and Out-of-Network Provider Benefits. Any applicable Coinsurance, Copays, or Deductibles will be applied to the Out-of-Pocket Maximum. Services that are not Covered Medical Expenses and the amount benefits are reduced for failing to comply with Policy provisions or requirements do not count toward meeting the Out-of-Pocket Maximum.

#### **Student Health Center Benefits:**

- The Deductible and Copay will be waived and benefits will be paid at 100% for Covered Medical Expenses incurred when treatment is rendered at the Student Health Center for the following services: 1) Outpatient Physician's Visits. Policy Exclusions and Limitations do not apply.
- The Deductible will be waived and benefits will be paid at 100% for Covered Medical Expenses incurred when treatment is rendered at the Student Health Center for the following services: 1) immunizations for Hepatitis A & B, Meningitis, Human Papilloma Virus (HPV) and HIV testing; 2) travel immunizations that are not covered by the Preventive Care Services Benefit are also covered after a \$15 Copay per vaccine; 3) TB testing that is not covered by the Preventive Care Services Benefit is also covered after a \$15 Copay, including a second test for first year medical students during hospital rotations; 4) Labs referred by the SHC to Labcorp; and 5) all other services listed in the Schedule of Benefits. Policy Exclusions and Limitations do not apply.
- No Deductible, Copays, or Coinsurance will be applied to Preventive Care Services received from the Student Health Center.

**Out-of-Country Claims:** Covered Medical Expenses incurred outside the United States will be paid at the Preferred Provider Benefit level.

Benefits are calculated on a Policy Year basis unless otherwise specifically stated. When benefit limits apply, benefits will be paid up to the maximum benefit for each service as scheduled below. All benefit maximums are combined Preferred Provider and Out-of-Network Provider unless otherwise specifically stated. Please refer to the Medical Expense Benefits section of the Certificate of Coverage for a description of the Covered Medical Expenses for which benefits are available. Covered Medical Expenses include:

Inpatient	Preferred Provider Benefits	Out-of-Network Provider Benefits
Room and Board Expense	Allowed Amount	Allowed Amount
	after Deductible	after Deductible
Intensive Care	Allowed Amount	Allowed Amount
	after Deductible	after Deductible
Hospital Miscellaneous Expenses	Allowed Amount	Allowed Amount
	after Deductible	after Deductible
Routine Newborn Care	Paid as any other Sickness	Paid as any other Sickness
Surgery	Allowed Amount	Allowed Amount
If two or more procedures are	after Deductible	after Deductible
performed through the same incision		
or in immediate succession at the		
same operative session, the		
maximum amount paid will not		
exceed 50% of the second procedure		
and 50% of all subsequent		
procedures.		
Assistant Surgeon Fees	Allowed Amount	Allowed Amount
If two or more procedures are	after Deductible	after Deductible
performed through the same incision		
or in immediate succession at the		
same operative session, the		
maximum amount paid will not		
exceed 50% of the second procedure		
and 50% of all subsequent		
procedures.  Anesthetist Services	Allowed Amount	Allowed Amount
Anestnetist Services	after Deductible	after Deductible
Desistered Nursela Convince		Allowed Amount
Registered Nurse's Services	Allowed Amount after Deductible	after Deductible
Dhysisian's Visits		Allowed Amount
Physician's Visits	Allowed Amount	
Dro adminaion Tanting	after Deductible	after Deductible Allowed Amount
Pre-admission Testing	Allowed Amount	
Payable within 14 working days prior	after Deductible	after Deductible
to admission.		

Outpatient	Preferred Provider Benefits	Out-of-Network Provider Benefits
Surgery If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not exceed 50% of the second procedure and 50% of all subsequent procedures.	Allowed Amount after Deductible	Allowed Amount after Deductible
Day Surgery Miscellaneous	Allowed Amount after Deductible	Allowed Amount after Deductible
Assistant Surgeon Fees If two or more procedures are performed through the same incision or in immediate succession at the same operative session, the maximum amount paid will not	Allowed Amount after Deductible	Allowed Amount after Deductible

Outpatient	Preferred Provider Benefits	Out-of-Network Provider Benefits
exceed 50% of the second procedure		
and 50% of all subsequent		
procedures.		
Anesthetist Services	Allowed Amount	Allowed Amount
	after Deductible	after Deductible
Physician's Visits	\$30 Copay per visit	Allowed Amount
	Allowed Amount	after Deductible
Disco 's the second	after Deductible	Alle and Arrand
Physiotherapy	Allowed Amount after Deductible	Allowed Amount after Deductible
All chiropractic care is payable under Physician's Visits.	after Deductible	after Deductible
Friysician's visits.		
Review of Medical Necessity will be		
performed after 12 visits per Injury or		
Sickness.		
Medical Emergency Expenses	\$100 Copay per visit	90% of Allowed Amount
	Allowed Amount	after Deductible
	after Deductible	
Diagnostic X-ray Services	Allowed Amount	Allowed Amount
	after Deductible	after Deductible
Radiation Therapy	Allowed Amount	Allowed Amount
Laboratama Duo andrinan	after Deductible	after Deductible
Laboratory Procedures	Allowed Amount after Deductible	Allowed Amount after Deductible
Tests & Procedures	Allowed Amount	Allowed Amount
rests & Procedures	after Deductible	after Deductible
Injections	Allowed Amount	Allowed Amount
Injections	after Deductible	after Deductible
Chemotherapy	Allowed Amount	Allowed Amount
	after Deductible	after Deductible
Prescription Drugs	*UnitedHealthcare Pharmacy	\$20 Copay per prescription generic
*See UHCP Prescription Drug Benefit	(UHCP),	drug
for additional information.	Retail Network Pharmacy	\$50 Copay per prescription brand-
	\$20 Copay per prescription Tier 1	name drug
Includes prescription pre-natal	\$50 Copay per prescription Tier 2	100% of billed charge
vitamins.	\$80 Copay per prescription Tier 3	up to a 31-day supply per prescription
Prescription Drugs dispensed at	up to a 31-day supply per prescription not subject to Deductible	not subject to Deductible
Tulane Student Health Center are	Thot subject to Deductible	
paid at 100% following a \$15 Copay	When Specialty Prescription Drugs	
per prescription for Tier 1, \$15 Copay	are dispensed at a Non-Preferred	
for Tier 2 and \$15 Copay for Tier 3.	Specialty Network Pharmacy, the	
	Insured is required to pay the retail	
For insulin drugs, the total amount of	Copay based on the applicable Tier.	
Cost-Sharing shall not exceed \$75 for		
an individual prescription of up to a	UHCP Mail Order Network Pharmacy	
30-day supply.	or Preferred 90 Day Retail Network	
For oral abamatharan autic agants the	Pharmacy at 3 times the retail Copay	
For oral chemotherapeutic agents, the	up to a 90-day supply.	
amount of any applicable Deductibles, Copayments or Coinsurance		
combined shall not exceed \$100 per		
Prescription Order or Refill up to a 31-		
placement.		
day supply, regardless of tier		

Other	Preferred Provider Benefits	Out-of-Network Provider Benefits
Ambulance Services	90% of Allowed Amount	90% of Allowed Amount
7.11.12.11.11.11.11.11.11.11.11.11.11.11.	after Deductible	after Deductible
Durable Medical Equipment	Allowed Amount	Allowed Amount
See also Benefits for Prosthetic	after Deductible	after Deductible
Devices and Prosthetic Services		
Consultant Physician Fees	\$30 Copay per visit	Allowed Amount
	Allowed Amount	after Deductible
Dontal Treatment and Oral Surgery	after Deductible	Paid as any other Sickness or Injury
Dental Treatment and Oral Surgery  Mental Illness Treatment	Paid as any other Sickness or Injury Inpatient:	Inpatient:
Mental liness freatment	Allowed Amount	Allowed Amount
	after Deductible	after Deductible
	Outpatient office visits:	Outpatient office visits:
	\$30 Copay per visit	Allowed Amount
	Allowed Amount	after Deductible
	after Deductible	All other outpatient services,
	All other outpatient services,	except Medical Emergency
	except Medical Emergency Expenses and Prescription Drugs:	Expenses and Prescription Drugs: Allowed Amount
	Allowed Amount	after Deductible
	after Deductible	and Boddelibio
		(Out-of-Network benefits are subject
		to the Preferred Provider Deductible
		instead of the Out-of-Network
		Deductible.)
Substance Use Disorder Treatment	Inpatient:	Inpatient:
	Allowed Amount	Allowed Amount
	after Deductible Outpatient office visits:	after Deductible  Outpatient office visits:
	\$30 Copay per visit	Allowed Amount
	Allowed Amount	after Deductible
	after Deductible	All other outpatient services,
	All other outpatient services,	except Medical Emergency
	except Medical Emergency	Expenses and Prescription Drugs:
	Expenses and Prescription Drugs:	Allowed Amount
	Allowed Amount	after Deductible
	after Deductible	(Out of Notwork banafita are subject
		(Out-of-Network benefits are subject to the Preferred Provider Deductible
		instead of the Out-of-Network
		Deductible.)
Maternity	Paid as any other Sickness	Paid as any other Sickness
Complications of Pregnancy	Paid as any other Sickness	Paid as any other Sickness
Elective Abortion	Allowed Amount	Allowed Amount
\$5,000 maximum per Policy Year	after Deductible	after Deductible
Preventive Care Services	100% of Allowed Amount	Allowed Amount after Deductible
No Deductible, Copays, or Coinsurance will be applied when the		and Deductible
services are received from a		
Preferred Provider.		
Please visit		
https://www.healthcare.gov/preventive		
-care-benefits/ for a complete list of		
services provided for specific age and		
risk groups.		

Other	Preferred Provider Benefits	Out-of-Network Provider Benefits
Reconstructive Breast Surgery Following Mastectomy See also Benefits for Mastectomies	Paid as any other Sickness	Paid as any other Sickness
and Reconstructive Surgery Following Mastectomies		
Diabetes Services	Paid as any other Sickness	Paid as any other Sickness
Home Health Care	Allowed Amount after Deductible	80% of Allowed Amount after Deductible
Hospice Care	Allowed Amount after Deductible	Allowed Amount after Deductible
Inpatient Rehabilitation Facility	Allowed Amount after Deductible	Allowed Amount after Deductible
Skilled Nursing Facility	Allowed Amount after Deductible	Allowed Amount after Deductible
Urgent Care Center	Allowed Amount after Deductible	Allowed Amount after Deductible
Hospital Outpatient Facility or Clinic	Allowed Amount after Deductible	Allowed Amount after Deductible
Approved Clinical Trials	Paid as any other Sickness	Paid as any other Sickness
Transplantation Services	Paid as any other Sickness	Paid as any other Sickness
Pediatric Dental and Vision Services	See Pediatric Dental and Vision Services benefits	See Pediatric Dental and Vision Services benefits
Cleft Lip and Cleft Palate	Paid as any other Sickness	Paid as any other Sickness
Genetic Testing	Allowed Amount after Deductible	Allowed Amount after Deductible
Hearing Aids	Allowed Amount after Deductible	Allowed Amount after Deductible
Interpreter Expenses	Allowed Amount after Deductible	Allowed Amount after Deductible
Medical Foods	Allowed Amount after Deductible	Allowed Amount after Deductible
Medical Supplies	Allowed Amount	Allowed Amount
Benefits are limited to a 31-day supply per purchase.	after Deductible	after Deductible
Sleep Disorders	Paid as any other Sickness	Paid as any other Sickness
Diagnostic Testing for Dyslexia	Paid as any other Sickness	Paid as any other Sickness

# UNITEDHEALTHCARE INSURANCE COMPANY

# Benefits for Mastectomies and Breast Reconstructive Surgery Following Mastectomies and Preventive Cancer Screening

# Mastectomies and Breast Reconstructive Surgery Following Mastectomies

Benefits will be provided for mastectomies, including contralateral prophylactic mastectomies, and Breast Reconstruction procedures selected by the Insured in consultation with the Insured's attending Physician.

"Breast reconstruction" means both of the following:

- 1. All stages of reconstruction of the breast on which a unilateral mastectomy has been performed and on the other breast to produce a symmetrical appearance, including but not limited to:
  - Contralateral prophylactic mastectomies.
  - Liposuction performed for transfer to a reconstructed breast or to repair a donor site deformity.
  - Tattooing the areola of the breast.
  - Surgical adjustments of the non-mastectomized breast.
  - Unforeseen medical complications which may require additional reconstruction in the future.
  - Prostheses and physical complications, including but not limited to lymphedemas.
- All stages of reconstruction of both breasts if a bilateral mastectomy has been performed, including but not limited to:
  - Liposuction performed for transfer to a reconstructed breast or to repair a donor site deformity.
  - Tattooing the areola of the breast.
  - Unforeseen medical complications which may require additional reconstruction in the future.
  - Prostheses and physical complications, including but not limited to lymphedemas.

Benefits shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# **Preventive Cancer Screening**

On no less than an annual basis, benefits will also be provided for a Preventive Cancer Screening for an Insured who has been previously diagnosed with breast cancer, and who has: 1) completed treatment for the breast cancer; 2) undergone a bilateral mastectomy; and 3) been subsequently determined to be clear of breast cancer.

"Preventive cancer screening" means Covered Medical Expenses necessary for the detection of cancer in an Insured, including, but not limited to, magnetic resonance imaging, ultrasound, or some combination of tests.

Preventive Cancer Screenings covered by the Preventive Care Services benefit and received from a Preferred Provider shall be covered with no cost share as referenced in the Preventive Care Services Benefit listed in the Policy Schedule of Benefits.

Preventive Cancer Screenings not covered by the Preventive Care Services benefit shall be subject to all Deductible, Copayment, Coinsurance, limitations, or any other provisions of the Policy.

# UNITEDHEALTHCARE INSURANCE COMPANY

# YOUR RIGHTS REGARDING THE RELEASE AND USE OF GENETIC INFORMATION

- A. The results of any genetic test, including genetic test information shall not be used as the basis to:
  - 1. Terminate, restrict, limit, or otherwise apply conditions to the coverage of an individual or family member under the policy or plan, or restrict the sale of the policy or plan to an individual or family member;
  - 2. Cancel or refuse to renew the coverage of an individual or family member under the policy or plan;
  - 3. Deny coverage or exclude an individual or family member from coverage under the policy or plan;
  - 4. Impose a rider that excludes coverage for certain benefits or services under the policy or plan;
  - 5. Establish differentials in premium rates or cost sharing for coverage under the policy or plan;
  - 6. Otherwise discriminate against an individual or family member in the provision of insurance.
- B. The requirements of this Section shall not apply to the genetic information obtained:
  - 1. By a state, parish, municipal, or federal law enforcement agency for the purposes of establishing the identity of a person in the course of a criminal investigation or prosecution;
  - 2. To determine paternity;
  - To determine the identity of deceased individuals;
  - 4. Pursuant to newborn screening requirements established by state or federal law;
  - 5. As authorized by federal law for the identification of persons;
  - 6. By the Department of Social Services or by a court having juvenile jurisdiction as set forth in Children's Code Article 302 for the purposes of child protection investigations or neglect proceedings.
  - 7. For treatment, payment, and healthcare operations by an insurer consistent with the federal Health Insurance Portability and Accountability Act and its related regulations.
  - 8. For maintenance of information by an insurer in accordance with record retention requirements.
- C. An applicant/insured's genetic information is the property of the applicant/insured. No person shall retain genetic information without first obtaining authorization from the applicant/insured or a duly authorized representative, unless retention is:
  - 1. For the purposes of a criminal or death investigation or criminal or juvenile proceeding;
  - To determine paternity.
- D. Any person who acts without proper authorization to collect a DNA sample for analysis, or willfully discloses genetic information without obtaining permission from the individual or patient as required under this regulation, shall be liable to the individual for each such violation in an amount equal to:
  - 1. Any actual damages sustained as a result of the unauthorized collection, storage, analysis, or disclosure, or \$50,000, whichever is greater;
  - 2. Treble damages, in any case where such a violation resulted in profit or monetary gain;
  - 3. The costs of the action together with reasonable attorney fees as determined by the court, in the case of a successful action to enforce any liability under this regulation.
- E. Any person who, either through a request, the use of persuasion, under threat, or under a promise of a reward, willfully induces another to collect, store or analyze a DNA sample in violation; or willfully collects, stores, or analyzes a DNA sample; or willfully discloses genetic information in violation of this regulation shall be liable to the individual for each such violation in an amount equal to:
  - 1. Any actual damages sustained as a result of the collection, analysis, or disclosure, or \$100,000, whichever is greater;
  - 2. The costs of the action together with reasonable attorney fees as determined by the court, in the case of a successful action under this regulation.
- F. The discrimination against an insured in the issuance, payment of benefits, withholding of coverage, cancellation, or non-renewal of a policy, contract, plan or program based upon the results of a genetic test, receipt of genetic information, or a prenatal test other than one used for the determination of pregnancy shall be treated as an unfair or deceptive act or practice in the business of insurance.

# NON-DISCRIMINATION NOTICE

UnitedHealthcare Student Resources does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to:

Civil Rights Coordinator
United HealthCare Civil Rights Grievance
P.O. Box 30608
Salt Lake City, UTAH 84130 UHC Civil Rights@uhc.com

You must send the written complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free member phone number listed on your health plan ID card, Monday through Friday, 8 a.m. to 8 p.m. ET.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

Online https://ocrportal.hhs.gov/ocr/portal/lobby.jsf

Complaint forms are available at: https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html

**Phone:** Toll-free **1-800-368-1019**, **800-537-7697** (TDD)

**Mail:** U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We also provide free services to help you communicate with us. Such as, letters in others languages or large print. Or, you can ask for free language services such as speaking with an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card or 1-866-260-2723, Monday through Friday, 8 a.m. to 8 p.m. ET.

#### LANGUAGE ASSISTANCE PROGRAM

We provide free services to help you communicate with us, such as, letters in other languages or large print. Or, you can ask for free language services such as speaking with an interpreter. To ask for help, please call toll-free 1-866-260-2723, Monday through Friday, 8 a.m. to 8 p.m. ET.

#### English

Language assistance services are available to you free of charge. Please call 1-866-260-2723.

#### Albanian

Shërbimet e ndihmës në gjuhën amtare ofrohen falas. Ju lutemi telefononi në numrin 1-866-260-2723.

#### Amharic

#### Arabic

تتوفر لك خدمات المساعدة اللغوية مجانًا. اتصل على الرقم 2723-260-1-866.

#### Armenian

Ձեզ մատչելի են անվՃար լեզվական օգնության ծառայություններ։ Խնդրում ենք զանգահարել 1-866-260-2723 համարով։

#### Bantu- Kirundi

Uronswa ku buntu serivisi zifatiye ku rurimi zo kugufasha. Utegerezwa guhamagara 1-866-260-2723.

# Bisayan- Visayan (Cebuano)

Magamit nimo ang mga serbisyo sa tabang sa lengguwahe nga walay bayad. Palihug tawag sa 1-866-260-2723.

#### Bengali- Bangala

ঘোষণা : ভাষা সহায়তা পরিষেবা আপনি বিনামূল্যে পেতে পারেন। দ্যা করে 1-866-260-2723-তে কল করুন।

#### Burmese

ဘာသာစကား အကူအညီ ဝန်ဆောင်မှုများ သင့် အတွက် အစမဲ့ရရှိနိုင်သည်။ ကျေးဇူးပြု၍ ဖုန်း 1-866-260-2723 ကိုစေါ် ပါ။

# Cambodian- Mon-Khmer

សេវាជំនួយផ្នែកភាសាដែលឥតគិតថ្លៃ មានសម្រាប់អ្នក។ សូមទូរស័ព្ទទៅលេខ 1-866-260-2723។

#### Cherokee

SOMEON OF CONTROL OF C

#### Chinese

您可以免費獲得語言援助服務。請致電 1-866-260-2723。

#### Choctaw

Chahta anumpa ish anumpuli hokmvt tohsholi yvt peh pilla hochi apela hinla. I paya 1-866-260-2723.

#### Cushite- Oromo

Tajaajilliwwan gargaarsa afaanii kanfalttii malee siif jira. Maaloo karaa lakkoofsa bilbilaa 1-866-260-2723 bilbili.

#### Dutch

Taalbijstandsdiensten zijn gratis voor u beschikbaar. Gelieve 1-866-260-2723 op te bellen.

#### French

Des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-866-260-2723.

## French Creole-Haitian Creole

Gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-866-260-2723.

#### German

Sprachliche Hilfsdienstleistungen stehen Ihnen kostenlos zur Verfügung. Bitte rufen Sie an unter: 1-866-260-2723.

#### Greek

Οι υπηρεσίες γλωσσικής βοήθειας σας διατίθενται δωρεάν. Καλέστε το 1-866-260-2723.

#### Gujarati

ભાષા સહાય સેવાઓ તમારા માટે નિઃશુલ્ક ઉપલબ્ધ છે. કૃપા કરીને 1-866-260-2723 પર ક્રૉલ કરો.

#### Hawaiian

Kōkua manuahi ma kāu 'ōlelo i loa'a 'ia. E kelepona i ka helu 1-866-260-2723.

#### Hindi

आप के लिए भाषा सहायता सेवाएं निःशुल्क उपलब्ध हैं। कृपया 1-866-260-2723 पर कॉल करें।

#### Hmong

Muaj cov kev pab txhais lus pub dawb rau koj. Thov hu rau 1-866-260-2723.

#### The

Enyemaka na-ahazi asusu, bu n'efu, diri gi. Kpoo 1-866-260-2723.

#### Ilocano

Adda awan bayadna a serbisio para iti language assistance. Pangngaasim ta tawagam ti 1-866-260-2723.

#### Indonesian

Layanan bantuan bahasa bebas biaya tersedia untuk Anda. Harap hubungi 1-866-260-2723.

#### Italian

Sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-866-260-2723.

# Japanese

無料の言語支援サービスをご利用いただけます。 1-866-260-2723 までお電話ください。

#### Karer

ကျိ႒်တာ်မາစາເສຕີໂနမာနှုံးအီးသဲ့ဝဲလာတလိဉ်ဟ္ဉ်အပူးဘဉ်(ဒီလီ)နှဉ်လီး. ဝံသးရူးဆုံးကျိုးဘဉ်1-866-260-2723တက္ကုံ.

#### Korear

언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-866-260-2723 번으로 전화하십시오.

#### Kru-Bassa

Bot ba hola ni kobol mahop ngui nsaa wogui wo ba yé ha i nyuu yoŋ. Sebel i nsinga ini 1-866-260-2723.

## **Kurdish Sorani**

خزمەتەكئى يارمەتيى زمانى بەخۆر ايى بۆ تۆ دابين دەكريّن ـ تكايە تەلمەقق بكە بۆ رُمار دى 272-260-866-1.

#### Laotian

ມີບໍລິການທາງດ້ານພາສາບໍ່ເສຍຄໍ່າໃຫ້ແກ່ທໍ່ນ. ກະລຸນາໂທຫາເບີ 1-866-260-2723.

#### Marathi

भाषेच्या मदतीची सुविधा आपल्याला विनामुल्य उपलब्ध आहे. त्यासाठी 1-866-260-2723 या क्रमांकावर संपर्क करा.

#### Marshallese

Kwomaroñ bōk jerbal in jipañ in kajin ilo ejjelok wōṇāān. Jouj im kallok 1-866-260-2723.

#### Micronesian-Pohnpeian

Mie sawas en mahsen ong komwi, soh isepe. Melau eker 1-866-260-2723.

Saad bee áka'e'eyeed bee áka'nída'wo'ígíí t'áá jíík'eh bee nich'j' bee ná ahoot i. T'áá shoodí kohji 1-866-260-2723 hodíilnih.

#### Nepali

भाषा सहायता सेवाहरू निःशुल्क उपलब्ध छन्। कृपया 1-866-260-2723 मा कल गर्नुहोस्।

#### Nilotic-Dinka

Käk ë kuny ajuser ë thok atö tinë yin abac të cin wëu yeke thiëëc. Yïn col 1-866-260-2723.

# Norwegian

Du kan få gratis språkhjelp. Ring 1-866-260-2723.

#### Pennsylvania Dutch

Schprooch iwwesetze Hilf kannscht du frei hawwe. Ruf 1-866-260-2723.

#### Persian-Farsi

خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفاً با شماره 2723-866-260-2723 تماس بگيريد.

Możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-866-260-2723.

#### Portuguese

Oferecemos serviço gratuito de assistência de idioma. Ligue para 1-866-260-2723.

ਭਾਸ਼ਾ ਸਹਾਇਤਾ ਸੇਵਾਵਾਂ ਤਹਾਡੇ ਲਈ ਮਫਤ ਉਪਲਬਧ ਹਨ। ਕਿਰਪਾ ਕਰਕੇ

1-866-260-2723 'ਤੇ ਕਾਲ ਕਰੋ।

#### Romanian

Vi se pun la dispoziție, în mod gratuit, servicii de traducere. Vă rugăm să sunați la 1-866-260-2723.

#### Russian

Языковые услуги предоставляются вам бесплатно. Звоните по телефону 1-866-260-2723.

#### Samoan- Fa'asamoa

O loo maua fesoasoani mo gagana mo oe ma e le totogia. Faamolemole telefoni le 1-866-260-2723.

## Serbo- Croatian

Možete besplatno koristiti usluge prevodioca. Molimo nazovite 1-866-260-2723.

#### Somali

Adeegyada taageerada luqadda oo bilaash ah ayaa la heli karaa. Fadlan wac 1-866-260-2723.

#### Spanish

Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al 1-866-260-2723.

#### Sudanic- Fulfulde

E woodi walliinde dow wolde caahu ngam maaɗa. Noodu 1-866-260-2723.

#### Swahili

Huduma za msaada wa lugha zinapatikana kwa ajili yako bure. Tafadhali piga simu 1-866-260-2723.

#### Syriac- Assyrian

حميدة المنات الم من حدث خل محدث 2723-866-1-1.

#### **Tagalog**

Ang mga serbisyo ng tulong sa wika ay available para sa iyo ng walang bayad. Mangyaring tumawag sa 1-866-260-2723.

లాంగ్వేజ్ అసిస్టెంట్ సర్వీసెస్ మీకు ఉచితంగా అందుబాటులో ఉన్నాయి. దయ చేసి 1-866-260-2723 కి కాల్ చేయండి.

มีบริการความช่วยเหลือด้านภาษาให้โดยที่คณไม่ต้องเสียค่าใช้จ่า ยแต่อย่างใด โปรดโทรศัพท์ถึงหมายเลข

1-866-260-2733

#### Tongan- Fakatonga

'Oku 'i ai pē 'a e sēvesi ki he lea' ke tokoni kiate koe pea 'oku 'atā ia ma'au 'o 'ikai ha totongi. Kātaki 'o tā ki he 1-866-260-2723

#### Trukese (Chuukese)

En mei tongeni angei aninisin emon chon chiakku, ese kamo. Kose mochen kopwe kokkori 1-866-260-2723.

Dil yardım hizmetleri size ücretsiz olarak sunulmaktadır. Lütfen 1-866-260-2723 numarayı arayınız.

#### Ukrainian

Послуги перекладу надаються вам безкоштовно. Дзвоніть за номером 1-866-260-2723.

زبان کے حوالے سے معاونتی خدمات آپ کے لیے بلامعاوضہ دستیاب ہیں۔ براہ مہربانی 272-600-866 پر کال کرین. Vietnamese

Dịch vụ hỗ trợ ngôn ngữ, miễn phí, dành cho quý vị. Xin vui lòng gọi 1-866-260-2723.

# Yiddish

שפראך הילף סערוויסעס זענען אוועילעבל פאר אייך פריי פון אפצאל. ביטע .1-866-260-2723 רופט

#### Yoruba

Isé ìrànlówó èdè tí ó jé òfé, wà fún ó. Pe 1-866-260-2723.