SUMMARY PLAN DESCRIPTION
For the
HMO MEDICAL AND PRESCRIPTION DRUG PLAN
Sponsored by 
UNIVERSITY OF THE INCARNATE WORD

Group Number: 562057
Package ID: SFUIWHM1
Effective: June 1, 2012
GRANDFATHER CLAUSE

This group health plan believes this Plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Plan Administrator at:

University of the Incarnate Word
4301 Broadway
San Antonio, TX 78209
Telephone: 210-829-6000

You may also contact the U.S. Department of Health and Human Services at www.healthreform.gov.
INTRODUCTION

THE SUMMARY PLAN DESCRIPTION – YOUR HEALTH CARE PLAN GUIDE

Welcome to your employer-sponsored health care plan (Plan) administered by Humana Health Plan, Inc. (Humana). Your employer has provided you with this Summary Plan Description (SPD), which outlines your benefits, as well as your rights and responsibilities under this Plan.

This SPD is your guide to the benefits, provisions and programs offered by this Plan. Services are subject to all provisions of this Plan, including the limitations and exclusions. Please read this SPD carefully, paying special attention to the “Schedule of Benefits”, “Medical Covered Expenses”, and “Limitations and Exclusions” sections to better understand how your benefits work. If you are unable to find the information you need, please contact Humana at the toll-free customer service number on your Humana Identification (ID) card or visit our website at www.humana.com.

This SPD presents an overview of your benefits. In the event of any discrepancy between this SPD and the official Plan Document, the Plan Document shall govern.

DEFINED TERMS

Italicized terms throughout this SPD are defined in the Definitions section. An italicized word may have a different meaning in the context of this SPD than it does in general usage. Referring to the Definitions section as you read through this document will help you have a clearer understanding of this SPD.

PRIVACY

Humana understands the importance of keeping your protected health information private. Protected health information includes both medical information and individually identifiable information, such as your name, address, telephone number or Social Security number. Humana is required by applicable federal law to maintain the privacy of your protected health information.

CONTACT INFORMATION

Customer Service Telephone Number:

Please refer to your Humana ID card for the applicable phone number.

Claims Submittal Address:                             Claims Appeal Address:
Humana Claims Office                                Humana Grievance and Appeals
P.O. Box 14601                                       P.O. Box 14546
Lexington, KY 40512-4601                              Lexington, KY 40512-4546
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SECTION 1

HEALTH RESOURCES AND PRECERTIFICATION
HEALTH RESOURCES

Health Resources is a comprehensive set of clinical programs and services available to help covered persons better understand their health care benefits and how to use them, navigate the health care system when they need it, understand treatment options and choices, reduce their costs and enhance the quality of life.

Each Health Resources program is tailored to meet different health care needs, from those that want to stay well when they are healthy, to those that are at risk for an illness, to those who are at chronic or acute stages of illness. Health Resources offer a wide range of assistance including online educational tools, interventions, health assessments and personal discussions with registered nurses.

Below is a brief description of this Plan’s Health Resources programs. For additional information or questions regarding any of these programs, please contact the customer service telephone number on the back of your ID card.

UTILIZATION MANAGEMENT

Utilization management is designed to assist covered persons in making informed medical care decisions resulting in the delivery of appropriate levels of Plan benefits for each proposed course of treatment. These decisions are based on the medical information provided by the patient and the patient's physician. The patient and his or her physician determine the course of treatment. The assistance provided through these services does not constitute the practice of medicine. Payment of Plan benefits is not determined through these processes.

Precertification and Concurrent Review

Utilization review may include precertification and concurrent review.

Precertification for emergency services is not required.

This provision will not provide benefits to cover a confinement or service which is not medically necessary or otherwise would not be covered under this Plan. Precertification is not a guarantee of coverage.

If you or your covered dependent are to receive a service which requires precertification, you or your qualified practitioner must contact Humana by telephone or in writing. Refer to the Precertification section for time requirements.

After you or your qualified practitioner have provided Humana with your diagnosis and treatment plan, Humana will:

1. Advise you by telephone, electronically, or in writing if the proposed treatment plan is medically necessary; and

2. Conduct concurrent review as necessary.

If your admission is precertified, benefits are subject to all Plan provisions and are payable as shown on the Schedule of Benefits.

If it is determined at any time your proposed treatment plan, either partially or totally, is not a covered expense under the terms and provisions of this Plan, benefits for services may be reduced or services may not be covered.
Penalty for Not Obtaining Precertification

If you do not obtain precertification for services being rendered, your benefits may be reduced. Refer to the Precertification section for the applicable penalty. Penalties do not apply to emergency services.

CASE MANAGEMENT

The Case Management program provides a higher level of management and involvement for the seriously ill or injured who need intensive, hands-on support. Case Managers, averaging 18 years of experience in nursing, are there to provide condition-specific education, individual assessment, coordination of services, benefit plan guidance, communication with the patient’s support system, personal support and counseling, and facilitation of discharge planning. Their goal is to contribute to the patient’s sense of well-being, address their quality of life, ease the physical and emotional burdens associated with a major medical event and promote the most positive clinical outcomes possible.

Participants for Case Management are identified through a variety of methods, including referrals from other Health Resources programs and services (e.g. a covered person is referred to a Case Manager by their Personal Nurse).

Case Management is based on the individual’s needs, and may include the following:

- Onsite nurse support at facilities with a high volume of Humana admissions;
- Telephone support for persons admitted to facilities where onsite coverage is not provided;
- Post-discharge follow-up for ongoing needs;
- Assistance in finding options and alternatives, such as community resources, social services, Medicare/Medicaid, pharmaceutical medication programs, etc.;
- Catastrophic Case Management that focuses on high-dollar, high-complexity, catastrophic type illnesses such as trauma, complex surgery, automobile accidents and burn injuries.

CONTINUITY OF CARE

If your provider ceases being a PAR provider you may be able to continue treatment with the same provider for up to 90 calendar days if you are undergoing active treatment for a chronic or acute medical condition after the PAR provider’s termination with the PAR provider's network. For pregnancy, if you are in the 2nd or 3rd trimester, continuity of care is available through a 6 week postpartum period. Continuity of care is available only if the provider continues to practice in the geographical area of the network and the termination of the PAR provider's contract was not due to misconduct on the part of the provider. For more information, please contact the customer service telephone number on the back of your Humana ID card.
HUMANA HEALTH ALERTS

PREVENTIVE REMINDERS

Humana encourages preventive healthcare and may send you wellness messages and reminders via a phone call (live and voice activated), mail, email or text message. Humana’s messaging campaigns may include, but are not limited to:

- Flu vaccination reminders, targeted to those most at risk;
- Cancer screenings – breast, cervical and colorectal;
- Adolescent vaccination reminders.

GAPS IN CARE

Humana’s clinical rules engine leverages expert medical opinions to identify gaps in care that address potential medical errors and instances of sub-optimal medical treatment.

The established clinical rules compare a patient’s pharmacy, laboratory and claims data to industry standard Quality of Care guidelines in order to identify patients at risk of highly specific patient-centric problems. Examples include: a misdiagnosis, a flawed surgical treatment or medical management, and lack of follow-up care or preventive treatment. In addition, a variety of preventive and pharmacy rules are included such as drug-to-drug interactions and drug-to-disease interactions.

When gaps in care, drug to drug interaction, drug to disease interaction or a preventive reminder is identified, an alert and a message, if appropriate, are generated to communicate the findings through physician and member messaging.

NEONATAL INTENSIVE CARE UNIT (NICU) MANAGEMENT

Specially trained case managers promote the highest standards of care for Neonatal Intensive Care Unit (NICU) infants and they work with you and your family throughout the NICU stay to help you prepare for a smooth transition home.

The Neonatal Case Management program includes:

- Registered nurses experienced in neonatal care.
- Coordination of home health needs.
- Transitional services.
- Parent education.
- Case management services.
- Discharge planning and follow-up.

To contact a NICU program representative, call 1-800-622-9529.
TRANSPANT MANAGEMENT

The Transplant Management team provides hands-on support to covered persons in need of organ and tissue transplants. They guide covered persons to Humana’s National Transplant Network (NTN), designed to deliver a superior transplant experience. They review coverage, coordinate benefits, facilitate services and follow the transplant recipient’s progress from initial referral through treatment and recovery.

To contact the Transplant Management team, call 1-866-421-5663.

MYHUMANA

Go to www.humana.com and click on “Log in or Register” to receive step by step instructions on how to set up your MyHumana page. After you have set up your page, log on anytime to find a participating provider, look up your Plan benefits or check the status of a claim. You can also find prescription drug information, information on specific health conditions, financial tools to help with budgeting for health care and more.

MyHumana Mobile allows you quick access to important information using your mobile device’s browser. If you log in to MyHumana Mobile, using your existing MyHumana login and password, you can access:

- The urgent care center finder;
- Your member ID card detail information; and
- Your spending account balance and transaction information (if you have a Humana spending account).

CHRONIC CONDITION MANAGEMENT

The chronic condition management programs support the physician/patient relationship and care plan, emphasize education, promote self-management, evaluate outcomes to improve your overall health, and offer nurse support.

Humana will contact you if you are eligible for a Chronic Condition Management program. If you have not received a phone call and you need support, you can contact Humana at 1-800-622-9529, select “nurse advice” and then “health planning and support.”

DISEASE MANAGEMENT

Disease management programs have been developed to help covered persons manage specific chronic medical conditions. Clinicians are available 24 hours a day to provide individual guidance through coaching, support and service coordination, to help lessen the day-to-day impact of chronic illnesses.

This Plan’s disease management programs include:

- Asthma: This program provides participants with education to help them better understand their disease and to take a more active role in controlling it. The program helps participants adhere to the treatment plan prescribed by their physician, helps them increase their self-monitoring skills and promotes compliance with controller medications.
• **Cancer (active treatment only):** The cancer management program offers support and educational services to adults with cancer who have begun or are planning to undergo surgery, chemotherapy, radiation therapy or biological therapy, those that have a history of cancer that has recurred and those that have declined further therapy but require supportive management. The program’s oncology care managers have an average of 10 years of professional experience in understanding cancer, its symptoms, side effects and treatments.

• **Chronic Obstructive Pulmonary Disease:** This program focuses on adherence to physicians’ treatment plan, as well as education and goal development. Main focus areas include smoking cessation, diet and exercise, and lung health. Ongoing clinician support also discusses symptoms and warning signs education.

• **Congestive Heart Failure:** This program focuses on those with moderate to severe heart failure and is delivered primarily through clinicians who assist participants through a combination of intervention, monitoring and education.

• **Coronary Artery Disease:** This program helps participants adhere to their physicians’ prescription and treatment plan, monitor their health status for complications and decrease cardiovascular risks. Ongoing guidance and education is provided, focusing on clinical and behavioral issues such as high blood pressure, elevated lipid levels, smoking and lack of exercise.

• **Diabetes:** This program provides ongoing education about disease management and monitoring in the areas of diet, exercise and lifestyle. Clinicians who have received additional training in diabetes disease management are available to answer questions.

• **End Stage Renal Disease (ESRD):** The end-stage renal disease program provides support designed to address quality-of-life issues of those with ESRD and late-stage Chronic Kidney Disease. ESRD staff work closely with participants, local nephrologists and dialysis centers to coordinate services and monitor medical management.

• **Rare Diseases (Amyotrophic Lateral Sclerosis, or Lou Gehrig’s Disease; Chronic Inflammatory Demyelinating Polyradiculoneuropathy Disease (CIDP); Cystic Fibrosis; Dermatomyositis; Hemophilia; Multiple Sclerosis; Myasthenia Gravis; Parkinson’s Disease; Polymyositis; Rheumatoid Arthritis; Scleroderma; Sickle Cell Disease; and Systemic Lupus):** Participants receive information tailored to their individual situation. Each program addresses the individual’s medical, educational and psychological needs by providing disease-specific online tools and resources, service coordination and education via telephone contact and access to specially trained clinicians.

Specific programs may change at Humana’s sole discretion. Some of the disease management programs may not be available in all areas.
PERSONAL NURSE®

In addition to disease-specific programs, Humana also offers Personal Nurse, which supports members with long-term, ongoing health needs and/or any chronic condition. Personal Nurses offer covered persons dealing with a condition or illness, following treatment plans, or needing continued guidance in reaching their long-term health goals, the opportunity to develop a long-term partnership with an experienced registered nurse. Personal Nurses provide both personalized education and guidance to resources to help participants better understand their condition or illness and effectively use their benefits. They also teach the benefits of wellness, prevention and disease avoidance, help identify roadblocks to improved health, motivate and support participants’ efforts to meet goals and refer participants to other Health Resource programs that may meet their needs.

Participants will speak with the same Personal Nurse every time – whether the call is initiated by the nurse or the covered person. Personal Nurses work flexible hours and will provide participants with their direct telephone number. Participants can stay with their Personal Nurse for as long as they remain a member of this Plan.

HUMANABEGINNINGS®

The HumanaBeginnings® program educates and guides expectant mothers to make the best choices to achieve a healthy pregnancy and, ultimately, a healthy baby. Participants are offered guidance by phone from the time Humana is notified of the pregnancy through baby’s first months. Participation is not limited to those covered persons with high-risk pregnancies – it is designed as a resource for all expectant mothers covered under the Plan.

HumanaBeginnings® includes:

- Education, support and encouragement toward healthy behaviors and decisions related to pregnancy, such as nutrition, exercise, smoking and depression screening. Participants learn more about their pregnancy, their baby’s development and how to practice healthy habits during pregnancy.

- Educational materials, including a book and newsletters.

- Guidance for managing health concerns and complications.

- Awareness about premature birth. Women are educated about risk factors, preventive measures and the symptoms of preterm labor.

- Experienced registered nurses who specialize in prenatal care who can address questions and concerns.

A nurse reaches the expectant mother and begins discussions centered on her pregnancy and general health. They plan dates and times for future conversations and follow-up after delivery. Along with scheduled calls, the nurse is available as needed for contact throughout the pregnancy and the postpartum period.
Covered persons can enroll themselves at any time during their pregnancy, but are encouraged to enroll early in their pregnancy in order to get the most from the program. Covered persons can enroll in two ways:

- Online at MyHumana (www.humana.com); or
- Calling toll-free 1-888-847-9960.

**HUMANAFIRST® NURSE ADVICE LINE**

HumanaFirst® is a toll-free, 24-hour medical information line, staffed by registered nurses who are available to answer your health-related questions and help you decide where to best seek treatment. HumanaFirst® offers two lines to support your needs:

**Immediate Medical Concerns:** HumanaFirst® registered nurses can be of service when you are thinking about taking your child to the hospital for a fever in the middle of the night or deciding if a reaction to a new medication is normal. They can also help with “how-to” questions, like how to change a bandage or how to prepare for lab tests.

**Health Planning and Support:** When planning a future medical procedure, registered nurses are available to help you understand your options, choose providers and use your health benefits wisely. When additional clinical support is needed, the nurses will connect you with specialty programs to address your unique needs.

To contact the Nurse Line, call 1-800-622-9529, choose “Nurse Advice” and then “Immediate Medical Concerns” or “Health Planning and Support”.

**RADIOLOGY REVIEW SERVICES**

Radiology Review Services offers convenient scheduling of imaging procedures (CT, CTA, MRI, MRA and PET scans). Radiology Review Services are designed to help avoid issues such as inappropriate or unnecessary imaging studies that are costly and inconvenient to the patient by educating ordering physicians on imaging procedures and best practice guidelines before the procedure is scheduled.

Your qualified practitioner should call Humana at the toll-free customer service number on the back of your Humana ID card to initiate the consultation and schedule any imaging procedures.

**HUMANA HEALTH ASSESSMENT**

Go to www.humana.com and register for MyHumana. Once you have registered and logged on to MyHumana, click on the “Health Assessment” link. The Humana Health Assessment is a confidential, online health survey that provides you with an overall assessment of your health. Upon completion of the assessment, you will receive an individualized health score and an action plan on how you can improve your health. Responses may also result in a referral to another Health Resources program.
EMPLOYEE ASSISTANCE PROGRAM (EAP)

*Your* Employee Assistance Program (EAP) and Work-Life Program provides *you* and your family with personal, confidential guidance for many personal issues such as:

1. Life issues including stress, addiction and recovery, depression, anxiety, relationships, grief and loss.

2. Family issues including childcare resources, emergency and back-up care, summer school or vacation camp, parenting, adoption, child development, college planning and caring for older adults.

3. Legal issues including estate planning, legal forms, wills, power of attorney, final arrangements, free initial legal consultation and 25% discount from standard legal fees for subsequent services.

4. Money issues including budgeting, debt management, home buying and refinancing, retirement planning, insurance, tax planning and identity theft.

5. Work issues including co-worker relationships, change and transition, balancing work and personal life, relocation, business travel, job stress and communication.

6. Everyday issues including consumer information, home remodeling and repair, home and car buying, big-ticket purchases and pet care resources.

When *you* call *your* EAP/work-life program a trained professional will ask *you* about *your* situation, help *you* clarify the problem, offer guidance and support, connect *you* with experts who can help *you* with work-life issues and refer *you* to a local EAP counselor for up to three face-to-face sessions. *You* can access *your* EAP/work-life program 24-hours a day, 7 days a week by calling 1-866-440-6556. *You* also have access to online services at www.humana.com/eap. The Website features hundreds of free articles, audio features and financial calculators to help *you* with budgeting and investing. *You* can also listen to Webinars, take quizzes, download legal forms and sign up for newsletters.
Humana will provide precertification as required by this Plan. It is recommended that you call the toll-free customer service phone number on the back of your ID card as soon as possible to receive proper precertification. Precertification for emergency services is not required.

Visit Humana’s website at www.humana.com or call the toll-free customer service phone number on the back of your ID card to obtain a list of services that require precertification. This list is subject to change. Coverage provided in the past for services that did not receive or require precertification, is not a guarantee of future coverage of the same services.

Please follow the directions below when accessing Humana’s website:

1. Go to Humana's website (www.humana.com);
2. Click on “Resources & Support”;
3. Click on “Member Guidelines” under Customer Support Center;
4. Click on “Medical Authorizations”;
5. Click on “Commercial Preauthorization and Notification List” for a list of the services that require precertification.

**PRECERTIFICATION PENALTY FOR TRANSPLANT SERVICES**

If precertification is not received, transplant services will not be covered.

Penalties do not apply to any applicable Plan deductibles or out-of-pocket limits.

Penalties do not apply to emergency services.

**PRECERTIFICATION PENALTY FOR ALL OTHER SERVICES**

If precertification is not received, benefits will be subject to a $200 penalty.

Penalties do not apply to any applicable Plan deductibles or out-of-pocket limits.

Penalties do not apply to emergency services.
PREDETERMINATION OF BENEFITS

You or your qualified practitioner may submit a written request for a predetermination of benefits. The written request should contain the treatment plan, specific diagnostic and procedure codes, as well as the expected charges. Humana will provide a written response advising if the services are a covered or non-covered expense under this Plan, what the applicable Plan benefits are and if the expected charges are within the maximum allowable fee. The predetermination of benefits is not a guarantee of benefits. Services will be subject to all terms and provisions of this Plan applicable at the time treatment is provided.

If treatment is to commence more than 180 days after the date treatment is authorized, Humana will require you to submit another treatment plan.
SECTION 2

MEDICAL BENEFITS
PARTICIPATING PROVIDERS

This Plan has one (1) level of benefits – participating provider benefits, payable as shown in the Schedule of Benefits section. You are responsible for any applicable copayments and/or deductible amounts.

When receiving services, you should make sure the provider is a participating provider for this Plan. Humana may designate limited panels of participating providers from which certain kinds of services must be obtained. If these services are not obtained from the designated participating providers, benefits for these services may be reduced or denied. Humana reserves the right, at their discretion, to make changes to the list of participating providers at any time.

PARTICIPATING PROVIDER DIRECTORY

Your employer will automatically provide, without charge, information to you about how you can access a directory of participating providers appropriate to your service area. An online directory of participating providers is available to you and accessible via Humana’s website at www.humana.com. This directory is subject to change. Due to the possibility of participating providers changing status, please check the online directory of participating providers prior to obtaining services. If you do not have access to the online directory, contact Humana at the customer service number on the back of your identification (ID) card prior to services being rendered or to request a directory.

PRIMARY CARE PHYSICIAN

A primary care physician is responsible for providing primary medical care and helping to guide any care you receive from other medical care providers, including specialists. You may select a primary care physician who is a participating provider, for yourself and for each covered dependent. When your primary care physician is unavailable, you may need to obtain services from the back-up participating provider designated by your primary care physician. Please be sure to discuss these back-up arrangements with your primary care physician.

You should discuss all of your medical needs with your primary care physician. If you and your primary care physician determine you need to see a specialist, your primary care physician may recommend one. Referrals to a specialist are not required under this Plan and you may choose your specialist at the time of care.

If you have a chronic, disabling or life threatening sickness, you may apply to Humana to utilize a specialist who is a participating provider as your primary care provider.

SEEKING EMERGENCY CARE

When seeking emergency care, you should do the following:

1. If your medical condition permits, proceed to the nearest emergency care participating provider in this Plan.

2. If your medical condition does not permit going to a participating provider, you should go to the nearest emergency care medical facility. If you are admitted to a non-participating hospital for emergency care, you (or someone acting for you) must contact Humana within forty-eight (48) hours of your admission, or if this is not possible, as soon as your medical condition permits.
3. You may call 911 or your local emergency telephone number when you need on-site emergency assistance or ambulance services.

4. If you are admitted to a non-participating hospital for emergency care, Humana may require you be transferred to a participating hospital in the service area when your condition has been stabilized.

5. You must receive any follow-up services from a participating provider.

SEEKING URGENT CARE

The steps for seeking urgent care are as follows:

1. You may go to an urgent care center that is a participating provider under this Plan.

2. If you are outside the service area and cannot reasonably return to the service area for urgent care services, you may receive the urgent care services from a non-participating provider. Notify Humana within forty-eight (48) hours after the urgent care services were received.

3. You must receive any follow-up services from a participating provider.

4. You must pay the required copayment, if any, for urgent care.

COVERED AND NON-COVERED EXPENSES

Benefits are payable only if services are considered to be a covered expense and are subject to the specific conditions, limitations and applicable maximums of this Plan. The benefit payable for covered expenses will not exceed the maximum allowable fee(s).

A covered expense is deemed to be incurred on the date a covered service is received. The bill submitted by the provider, if any, will determine which benefit provision is applicable for payment of covered expenses.

If you incur non-covered expenses, whether from a participating provider or a non-participating provider, you are responsible for making the full payment to the provider. The fact that a qualified practitioner has performed or prescribed a medically appropriate procedure, treatment, or supply, or the fact that it may be the only available treatment for a bodily injury or sickness, does not mean that the procedure, treatment or supply is covered under this Plan.

Please refer to the "Schedule of Benefits", “Medical Covered Expenses” and the "Limitations and Exclusions" sections of this Summary Plan Description for more information about covered expenses and non-covered expenses.
COVERAGE OF OUT-OF-AREA DEPENDENTS

Dependents who reside outside of the service area because they are enrolled in an educational institution on a full-time basis may be covered under this Plan. Outside the service area, only emergency and urgent care medical conditions are covered. Payment of those services will be made in accordance with the “Seeking Emergency Care” and “Seeking Urgent Care” sections. Non-emergency services will be covered only if rendered by participating providers.

When an out-of-area dependent enters the service area on a temporary basis, coverage will be provided under the same terms and conditions as covered persons who reside in the service area. If the dependent moves into the service area, or if the service area is changed to include the dependent’s residence, the dependent will immediately cease to be considered out-of-area.
IMPORTANT INFORMATION ABOUT PLAN BENEFITS

Benefits and limits (i.e. visit or dollar limits) are per calendar year unless specifically stated otherwise.

This schedule provides an overview of the Plan benefits. For a more detailed description of Plan benefits, refer to the “Medical Covered Expenses” section.

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<td><strong>Specialist Office Visit Copayment</strong></td>
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Primary Care Physician (PCP) is defined as a family practice physician, pediatrician, doctor of internal medicine, general practitioner, nurse practitioner, physician assistant, registered nurse and retail/minute clinic. A specialist would be all other qualified practitioners.

One copayment will be taken per day per servicing provider, unless otherwise indicated in this Schedule.

| Individual Copayment Limit                                    | $2,000 per covered person   |
| Family Copayment Limit                                        | $6,000 per covered family   |
| Lifetime Maximum Benefit                                      | Unlimited                   |
### ROUTINE/PREVENTIVE CHILD CARE SERVICES BIRTH TO AGE 18
*(Services Received at a Clinic or Outpatient Hospital)*

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<tbody>
<tr>
<td>Routine Child Care Examination (including routine vision and hearing screening when part of a <em>primary care physician</em> examination)</td>
<td>100%</td>
</tr>
<tr>
<td>Routine Child Care Laboratory and X-ray</td>
<td>100%</td>
</tr>
<tr>
<td>Routine Child Care Immunizations</td>
<td>100%</td>
</tr>
<tr>
<td>Routine Child Care HPV Vaccine (e.g. Gardasil) (covered beginning at age 9)</td>
<td>Payable the same as routine child care immunizations.</td>
</tr>
<tr>
<td>Routine Child Care Meningitis Vaccine</td>
<td>Payable the same as routine child care immunizations.</td>
</tr>
<tr>
<td>Routine Child Care Flu/Pneumonia Injections</td>
<td>100%</td>
</tr>
<tr>
<td>Routine Child Care Limits</td>
<td>7 examinations birth through 1</td>
</tr>
<tr>
<td></td>
<td>2 examinations age 1 through age 2</td>
</tr>
<tr>
<td></td>
<td>1 exam per calendar year age 2 through 18.</td>
</tr>
</tbody>
</table>
## ROUTINE/PREVENTIVE ADULT CARE SERVICES

**AGE 19 AND OVER**

*(Services Received at a Clinic or Outpatient Hospital)*

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine Adult Care Examination</td>
<td>100%</td>
</tr>
<tr>
<td>Physical Examination Yearly Visit Limit</td>
<td>1 visit per <em>covered person</em></td>
</tr>
<tr>
<td>Well Woman Examination Yearly Visit Limit</td>
<td>1 visit per <em>covered person</em></td>
</tr>
<tr>
<td>Routine Adult Care Laboratory and X-ray</td>
<td>100%</td>
</tr>
<tr>
<td>Routine Adult Care Immunizations</td>
<td>100%</td>
</tr>
<tr>
<td>HPV Vaccine (e.g. Gardasil), covered through age 26</td>
<td>100%</td>
</tr>
<tr>
<td>Shingles Vaccine (e.g. Zostavax), for <em>covered persons</em> age 60 and over</td>
<td>100%</td>
</tr>
<tr>
<td>Routine Adult Care Meningitis Vaccine, covered through age 25</td>
<td>100%</td>
</tr>
<tr>
<td>Routine Adult Care Flu/Pneumonia Injections</td>
<td>100%</td>
</tr>
<tr>
<td>Routine Adult Care Mammograms</td>
<td>100%</td>
</tr>
<tr>
<td>Mammogram Yearly Limits</td>
<td>1 visit per <em>covered person</em>, age 35 and older</td>
</tr>
</tbody>
</table>
## ROUTINE/PREVENTIVE ADULT CARE SERVICES
### AGE 19 AND OVER

*Services Received at a Clinic or Outpatient Hospital*

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine Adult Care Pap Smears</td>
<td>100%</td>
</tr>
<tr>
<td>Pap Smear Yearly Limits</td>
<td>1 per <em>covered person</em></td>
</tr>
<tr>
<td>Routine Adult Care Colonoscopy, Proctosigmoidoscopy and Sigmoidoscopy Screenings (including related services) (performed at an outpatient facility, ambulatory surgical center or clinic location)</td>
<td>100%</td>
</tr>
</tbody>
</table>
| Colonoscopy, Proctosigmoidoscopy and Sigmoidoscopy Screening Yearly Limits       | For members age 50 and above benefits are provided as follows,  
|                                                                                | • 1 fecal occult blood test per *covered person*;  
|                                                                                | • Flexible sigmoidoscopy every 5 years; and  
|                                                                                | • Colonoscopy every 10 years. |
| Prostate Specific Antigen (PSA) Testing                                           | 100%                           |
| Prostate Specific Antigen (PSA) Testing Yearly Limits                            | Prostate Cancer Screening benefits are for male members as follows;  
|                                                                                | • Member must be age 40 or above;  
|                                                                                | • 1 PSA blood test; and  
|                                                                                | • 1 digital rectal examination. |
## ROUTINE VISION SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine Vision Examination/Screening</td>
<td>100%</td>
</tr>
<tr>
<td>Routine Vision Examination Limits</td>
<td>1 routine vision examination per <em>covered person</em> age 1 through 18 per <em>calendar year</em>.</td>
</tr>
<tr>
<td>Routine Vision Refraction</td>
<td>100% after applicable <em>qualified practitioner</em> copayment.</td>
</tr>
<tr>
<td>Routine Vision Refraction Limits</td>
<td>1 routine vision examination every 2 years per <em>covered person</em> age 19 and above.</td>
</tr>
<tr>
<td>Eyeglass Frames and Lenses and Contact Lenses</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

## ROUTINE HEARING SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine Hearing Examination/Screening</td>
<td>100%</td>
</tr>
<tr>
<td>Routine Hearing Testing</td>
<td>100%</td>
</tr>
<tr>
<td>Hearing Aids and Fitting</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>
## QUALIFIED PRACTITIONER SERVICES
*(Other than *Qualified Practitioner Services* covered under the Routine / Preventive Care Benefits)*

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
</table>
| Diagnostic Office Examination at a Clinic, including Second Surgical Opinion – *Qualified Practitioner* Primary Care Physician | 100% after a $15 *copayment*, if *services* are provided during regular office hours.  
                                           | 100% after a $20 *copayment*, if *services* are provided after regular office hours          |
| **Diagnostic Office Examination at a Clinic, including Second Surgical Opinion - *Qualified Practitioner* Specialist** | **100% after a $30 *copayment***                                                          |
| If an office examination is billed from an outpatient location, the *services* will be payable the same as an office examination at a clinic. |
| **Diagnostic Laboratory and X-ray at a Clinic (other than *advanced imaging*)**   | **100%**                                                                                    |
| **Independent Laboratory**                                                        | Payable the same as diagnostic laboratory and x-ray.                                        |
| **Advanced Imaging at a Clinic**                                                  | **100% after applicable *qualified practitioner copayment***                               |
| **Allergy Testing at a Clinic**                                                   | **100% after applicable *qualified practitioner copayment***                               |
| **Allergy Serum/Vials at a Clinic**                                               | **100% after applicable *qualified practitioner copayment***                               |
| **Allergy Injections at a Clinic**                                                | **100% after applicable *qualified practitioner copayment***                               |
## QUALIFIED PRACTITIONER SERVICES
*(Other than Qualified Practitioner Services covered under the Routine / Preventive Care Benefits)*

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Copayments</strong> for allergy injections are applied per visit (highest copayment will apply).</td>
<td></td>
</tr>
<tr>
<td>Injections at a Clinic (other than routine immunizations, contraceptive injections for birth control reasons and allergy injections)</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Anesthesia at a Clinic</td>
<td>100%</td>
</tr>
<tr>
<td><em>Surgery</em> at a Clinic (including <em>Qualified Practitioner</em>, Assistant Surgeon and Physician Assistant)</td>
<td>100%</td>
</tr>
<tr>
<td>Medical and Surgical Supplies</td>
<td>100%</td>
</tr>
<tr>
<td>Eyeglasses or Contact Lenses after Cataract <em>Surgery</em> (initial pair only)</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Diabetic Counseling and Diabetic Nutritional Counseling (<em>Diabetes Self-Management Training</em>) (all places of service)</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td><em>Diabetes Supplies</em></td>
<td>Payable under the prescription drug benefits.</td>
</tr>
</tbody>
</table>
## DENTAL/ORAL SURGERIES COVERED UNDER THE MEDICAL PLAN

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental/Oral Surgeries</td>
<td>Payable the same as any other sickness.</td>
</tr>
</tbody>
</table>

Please refer to the Medical Covered Expenses section, Dental/Oral Surgeries Covered Under the Medical Plan, for a list of oral surgeries covered under this benefit.

## FAMILY PLANNING

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birth Control Pills and Patches</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Contraceptive Devices (e.g. IUD; Diaphragms)</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Contraceptive Injections</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Over-the-counter contraceptive devices are not covered.</td>
<td></td>
</tr>
<tr>
<td>Contraceptive Implant Systems (e.g. Norplant) – Insertion and Removal</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Sterilization</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Life Threatening Abortions</td>
<td>Payable the same as any other sickness.</td>
</tr>
</tbody>
</table>
## MATERNITY
(Normal, C-Section and Complications)

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient Hospital Room and Board and Ancillary Facility Services</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Birthing Center Room and Board and Ancillary Services</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Qualified Practitioner Services</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Dependent Daughter Maternity</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Newborn Inpatient Qualified Practitioner Services</td>
<td>100%</td>
</tr>
<tr>
<td>Newborn Inpatient Facility Services</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>The newborn deductible and copayment will be waived for facility services.</td>
</tr>
</tbody>
</table>

## INPATIENT SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient Hospital Room and Board and Ancillary Facility Services</td>
<td>100% after a $100 copayment per admission</td>
</tr>
<tr>
<td>Qualified Practitioner Inpatient Hospital Visit</td>
<td>100%</td>
</tr>
</tbody>
</table>
## INPATIENT SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Qualified Practitioner Inpatient Surgery and Anesthesia</em></td>
<td>100%</td>
</tr>
<tr>
<td><em>Qualified Practitioner Inpatient Pathology and Radiology</em></td>
<td>100%</td>
</tr>
<tr>
<td>Private Duty Nursing (inpatient hospital only)</td>
<td>100% after applicable <em>qualified practitioner</em> copayment</td>
</tr>
</tbody>
</table>

## SKILLED NURSING SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled Nursing Room and Board and Ancillary Facility Services</td>
<td>100% after a $100 <em>copayment per admission</em></td>
</tr>
<tr>
<td>Skilled Nursing Facility Yearly Limits</td>
<td>100 days per <em>covered person</em></td>
</tr>
<tr>
<td>Skilled Nursing Qualified Practitioner Visit</td>
<td>100%</td>
</tr>
</tbody>
</table>
## OUTPATIENT AND AMBULATORY SURGICAL CENTER SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulatory Surgical Center Facility Services</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>Ambulatory Surgical Center Ancillary Services</td>
<td>100%</td>
</tr>
<tr>
<td>Outpatient Hospital Facility Surgical Services</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>Outpatient Hospital Facility Non-Surgical Services (e.g. clinic facility services; observation)</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>Outpatient Hospital Surgical and Non-Surgical Ancillary Services (e.g. supplies; medication; anesthesia)</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>Outpatient Hospital Facility Diagnostic Laboratory and X-ray (other than advanced imaging)</td>
<td>100%</td>
</tr>
<tr>
<td>Outpatient Hospital Facility Advanced Imaging</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Outpatient Hospital and Ambulatory Surgical Center Qualified Practitioner Visit</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Outpatient Hospital and Ambulatory Surgical Center Surgery (including surgeon; assistant surgeon; and physician assistant) and Anesthesia</td>
<td>100%</td>
</tr>
<tr>
<td>Outpatient Hospital and Ambulatory Surgical Center Pathology and Radiology</td>
<td>100%</td>
</tr>
</tbody>
</table>
## EMERGENCY AND URGENT CARE SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Room Facility Services (true emergency)</td>
<td>100% after a $75 copayment</td>
</tr>
<tr>
<td>If you are admitted to the hospital, the copayment will be waived.</td>
<td></td>
</tr>
<tr>
<td>Emergency Room Ancillary Services (e.g. laboratory; x-ray; supplies) (true emergency)</td>
<td>100%</td>
</tr>
<tr>
<td>Emergency Room Physician (true emergency)</td>
<td>100%</td>
</tr>
<tr>
<td>Emergency Room All Physician Services (including Radiologist, Pathologist, Anesthesiologist and ancillary services billed by an Emergency Room Physician) (true emergency)</td>
<td>100%</td>
</tr>
<tr>
<td>Emergency Room Facility Services (non-emergency)</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Emergency Room Ancillary Services (e.g. laboratory; x-ray; supplies) (non-emergency)</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Emergency Room Physician Visit (non-emergency)</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Emergency Room Physician Ancillary Services (including Radiologist, Pathologist, Anesthesiologist and ancillary services billed by an Emergency Room Physician) (non-emergency)</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>
### EMERGENCY AND URGENT CARE SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urgent Care Center (facility, ancillary services and qualified practitioner services) - Urgent</td>
<td>100% after a $35 copayment</td>
</tr>
<tr>
<td>If a copayment applies, only one copayment will be taken per day.</td>
<td></td>
</tr>
</tbody>
</table>

### HOSPICE SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospice Inpatient Room and Board and Ancillary Services</td>
<td>100% after a $100 copayment per admission</td>
</tr>
<tr>
<td>Hospice Outpatient (including hospice home visits)</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Hospice Qualified Practitioner Visit</td>
<td>100%</td>
</tr>
</tbody>
</table>
### HOME HEALTH CARE SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Health Care Services</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Home therapy benefits will be reimbursed under the home health care benefit.</td>
<td></td>
</tr>
<tr>
<td>Home Health Care Ancillary Services (excluding durable medical equipment, prosthetics and private duty nursing)</td>
<td>100%</td>
</tr>
</tbody>
</table>

### DURABLE MEDICAL EQUIPMENT (DME)

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Durable Medical Equipment (DME)</td>
<td>80%</td>
</tr>
<tr>
<td>Prosthesis</td>
<td>80%</td>
</tr>
</tbody>
</table>

The durable medical equipment and prosthesis limits are combined and they track towards the Individual and Family Copayment Limits.

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wigs for cancer patients with hair loss resulting from chemotherapy and/or radiation therapy</td>
<td>100%</td>
</tr>
<tr>
<td>Wig Limits</td>
<td>1 wig per covered person or up to $300 per covered person</td>
</tr>
</tbody>
</table>
### Specialty Drugs

<table>
<thead>
<tr>
<th>Medical Services</th>
<th>Participating Provider Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specialty Drugs (Qualified Practitioner’s Office Visit, Home Health Care, Freestanding Facility and Urgent Care)</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Specialty Drugs (Emergency Room, Ambulance, Inpatient Hospital, Outpatient Hospital and Skilled Nursing Facility)</td>
<td>Payable the same as any other sickness.</td>
</tr>
</tbody>
</table>

### Ambulance Services

<table>
<thead>
<tr>
<th>Medical Services</th>
<th>Participating Provider Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Ambulance (true emergency)</td>
<td>100%</td>
</tr>
<tr>
<td>Ground Ambulance (non-emergency)</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Air Ambulance (true emergency)</td>
<td>100%</td>
</tr>
<tr>
<td>Air Ambulance (non-emergency)</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

### Morbid Obesity Services

<table>
<thead>
<tr>
<th>Medical Services</th>
<th>Participating Provider Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morbid Obesity</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>
### TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporomandibular Joint Dysfunction (TMJ)</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Temporomandibular Joint Dysfunction (TMJ) Splint/Appliances</td>
<td>Payable the same as any other sickness.</td>
</tr>
</tbody>
</table>

### DENTAL INJURY SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental Injuries</td>
<td>Payable the same as any other sickness.</td>
</tr>
</tbody>
</table>

Please see the Medical Covered Expenses section, Dental Injury Services, for benefit details.

### INFERTILITY SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infertility Counseling and Treatment</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Artificial Means of Achieving Pregnancy</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Sexual Dysfunction/Impotence</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>
## THERAPY SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Therapy copayments apply to therapy services, regardless of provider specialty (for example, if a Podiatrist is performing physical therapy, the physical therapy copayment will apply).</td>
<td></td>
</tr>
<tr>
<td>Chiropractic Examinations</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>Chiropractic Laboratory and X-ray</td>
<td>100%</td>
</tr>
<tr>
<td>Chiropractic Manipulations</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>Chiropractic Therapy</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>Chiropractic Limits</td>
<td>20 visits per covered person</td>
</tr>
<tr>
<td></td>
<td>The visit limit applies to therapies and manipulations.</td>
</tr>
<tr>
<td>If copayments apply to multiple chiropractic services, one copayment will apply per day per servicing provider.</td>
<td></td>
</tr>
<tr>
<td>Physical Therapy (Clinic and Outpatient)</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>Occupational Therapy (Clinic and Outpatient)</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>Speech Therapy (Clinic and Outpatient)</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>Cognitive Therapy (Clinic and Outpatient)</td>
<td>100% after a $30 copayment</td>
</tr>
<tr>
<td>If copayments apply to multiple therapy services, one copayment will apply per day per servicing provider.</td>
<td></td>
</tr>
</tbody>
</table>

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### THERAPY SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acupuncture</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Respiratory Therapy and Pulmonary Therapy (Clinic and Outpatient)</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Vision Therapy (eye exercises to strengthen the muscles of the eye) (Clinic and Outpatient)</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Chemotherapy (Clinic and Outpatient)</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Radiation Therapy (Clinic and Outpatient)</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Cardiac Rehabilitation (Phase II)</td>
<td>100% after applicable qualified practitioner copayment</td>
</tr>
<tr>
<td>Phase I is covered under the inpatient facility benefits.</td>
<td></td>
</tr>
<tr>
<td>Phase III, an unsupervised exercise program, is not covered.</td>
<td></td>
</tr>
</tbody>
</table>
**TRANSLANT SERVICES**

*Precertification* is required, if *precertification* is not received, organ transplant *services* will not be covered.

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>HUMANA NATIONAL TRANSPLANT NETWORK (NTN) FACILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organ Transplant Medical <em>Services</em></td>
<td>Payable the same as any other <em>sickness</em>.</td>
</tr>
<tr>
<td>Non-Medical <em>Services</em> - Lodging</td>
<td>100%</td>
</tr>
<tr>
<td>Non-Medical <em>Services</em> - Transportation</td>
<td>100%</td>
</tr>
<tr>
<td>Organ Transplant Medical <em>Services</em> Limits</td>
<td>None.</td>
</tr>
<tr>
<td>Non-Medical <em>Services</em> - Lodging Limits</td>
<td>$10,000 per <em>covered</em> transplant</td>
</tr>
<tr>
<td>Non-Medical <em>Services</em> - Transportation Limits</td>
<td>$10,000 per <em>covered</em> transplant</td>
</tr>
</tbody>
</table>

Lodging and Transportation limits are combined.

*Covered expenses* for organ transplants performed at a Humana National Transplant Network facility will aggregate toward the Plan *copayment limits*. 
# Behavioral Health Inpatient Services

<table>
<thead>
<tr>
<th>Medical Services</th>
<th>Participating Provider Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient <em>Behavioral Health</em> Room and Board and Ancillary Services</td>
<td>Payable the same as medical inpatient hospital services.</td>
</tr>
<tr>
<td>Inpatient <em>Behavioral Health</em> Professional Services</td>
<td>Payable the same as medical inpatient qualified practitioner services.</td>
</tr>
<tr>
<td><em>Behavioral Health Partial Hospitalization</em></td>
<td>Payable the same as medical outpatient non-surgical hospital services.</td>
</tr>
<tr>
<td><em>Behavioral Health Residential Treatment Facility Services</em></td>
<td>Not Covered</td>
</tr>
<tr>
<td><em>Behavioral Health Half-way House Services</em></td>
<td>Not Covered</td>
</tr>
</tbody>
</table>
## BEHAVIORAL HEALTH CLINIC, OUTPATIENT AND INTENSIVE OUTPATIENT SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behavioral Health Therapy Services (Clinic, Outpatient and Intensive Outpatient)</td>
<td>Payable the same as a qualified practitioner specialist office visit.</td>
</tr>
<tr>
<td>Diagnostic Examination (Clinic)</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Laboratory and X-ray (Clinic and Outpatient)</td>
<td>Payable the same as any other sickness.</td>
</tr>
</tbody>
</table>

## OTHER COVERED EXPENSES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PARTICIPATING PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Covered Expenses</td>
<td>Payable the same as any other sickness.</td>
</tr>
</tbody>
</table>
HOW BENEFITS PAY

This Plan may require you to satisfy deductible(s) before this Plan begins to share the cost of most medical services. If a deductible is required to be met before benefits are payable under this Plan, when it is satisfied, this Plan will share the cost of covered expenses at the coinsurance percentage until you have reached any applicable out-of-pocket limit. After you have met the out-of-pocket limit, if any, this Plan will pay covered expenses at 100% for the rest of the calendar year, subject to the maximum allowable fee(s), any maximum benefits and all other terms, provisions, limitations and exclusions of this Plan. Any applicable deductible, coinsurance and out-of-pocket amounts, medical services and medical service limits are stated on the Schedule of Benefits.

DEDUCTIBLE

A deductible is a specified dollar amount that must be satisfied, either individually or combined as a covered family, per calendar year plan year before this Plan pays benefits for certain specified services. Only charges which qualify as a covered expense may be used to satisfy the deductible. Copayments do not apply toward the deductible. The individual and family deductible amounts are stated on the Schedule of Benefits.

The individual deductible applies to each covered person each calendar year plan year. Once a covered person meets their individual deductible, this Plan will begin to pay benefits for that covered person.

The family deductible is the total deductible applied to all covered persons in one family in a calendar year plan year. Once you and/or your covered dependents meet the family deductible, any remaining deductible for a covered person in the family will be waived for that year. This Plan will begin to pay benefits for all covered persons in the family.

If you and/or your covered dependents use a combination of PAR and Non-PAR providers, the PAR and Non-PAR deductibles will reduce each other.

COINSURANCE

Coinsurance means the shared financial responsibility for covered expenses between the covered person and this Plan.

Covered expenses are payable at the applicable coinsurance percentage rate shown on the Schedule of Benefits after the deductible, if any, is satisfied each calendar year plan year, subject to any calendar year maximums.

OUT-OF-POCKET LIMIT

An out-of-pocket limit is a specified dollar amount that must be satisfied, either individually or combined as a covered family, per calendar year plan year before a benefit percentage will be increased. The individual and family out-of-pocket limits are stated on the Schedule of Benefits.

Once a covered person satisfies the individual out-of-pocket limits, which includes the deductible, this Plan will pay 100% of covered expenses for the remainder of the calendar year for that covered person, unless specifically indicated, subject to any calendar year maximums.
Once you and/or your covered dependents satisfy the family out-of-pocket limits, which includes the deductible, this Plan will pay 100% of covered expenses for the remainder of the calendar year for the family, unless specifically indicated, subject to any calendar year maximums.

If you and/or your covered dependents use a combination of PAR and Non-PAR providers, the PAR and Non-PAR out-of-pocket limits will reduce each other.

Penalties, copayments, organ transplants performed at a facility that is not a Humana National Transplant Network facility, do not apply to the out-of-pocket limits.

**ROUTINE/PREVENTIVE CHILD CARE SERVICES**

Routine/preventive child care services are payable as shown on the Schedule of Benefits, if your covered dependent is not confined in a hospital or qualified treatment facility, and if such expenses are not incurred for diagnosis of a specific bodily injury or sickness.

The exclusion for services which are not medically necessary does not apply to routine/preventive care services.

No benefits are payable under this routine/preventive care benefit for a medical examination for a bodily injury or sickness, a medical examination caused by or resulting from pregnancy, or a dental examination.

**ROUTINE/PREVENTIVE ADULT CARE SERVICES**

Routine/preventive adult care services are payable as shown on the Schedule of Benefits, if you or your covered dependent are not confined in a hospital or qualified treatment facility, and if such expenses are not incurred for diagnosis of a specific bodily injury or sickness.

The exclusion for services which are not medically necessary does not apply to routine/preventive care services.

No benefits are payable under this routine/preventive care benefit for a medical examination for a bodily injury or sickness, a medical examination caused by or resulting from pregnancy, or a dental examination.

**ROUTINE VISION SERVICES**

Routine vision services are payable as shown on the Schedule of Benefits.

The exclusion for services which are not medically necessary does not apply to routine vision services.

No benefits are payable under this routine vision benefit for repair, maintenance or supplies for eyeglass frames and lenses and contact lenses, a medical examination for a bodily injury or sickness, or medical and/or surgical treatment of the eye.

**ROUTINE HEARING SERVICES**

Routine hearing services are payable as shown on the Schedule of Benefits.

The exclusion for services which are not medically necessary does not apply to routine hearing services.
No benefits are payable under this routine hearing benefit for repair, maintenance or supplies for hearing aids, a medical examination for a bodily injury or sickness, or medical and/or surgical treatment of the ear.

QUALIFIED PRACTITIONER SERVICES

Qualified practitioner services are payable as shown on the Schedule of Benefits.

Second Surgical Opinion

If you obtain a second surgical opinion, the qualified practitioners providing the surgical opinions MUST NOT be in the same group practice or clinic. If the two opinions disagree, you may obtain a third opinion. Benefits for the third opinion are payable the same as for the second opinion. The qualified practitioner providing the second or third surgical opinion may confirm the need for surgery or present other treatment options. The decision whether or not to have the surgery is always yours.

Multiple Surgical Procedures

If multiple or bilateral surgical procedures are performed at one operative session, the amount payable for these procedures will be limited to the maximum allowable fee for the primary surgical procedure and:

a. 50% of the maximum allowable fee for the secondary procedure; and
b. 25% of the maximum allowable fee for the third and subsequent procedures.

No benefits will be payable for incidental procedures.

Surgical Assistant/Assistant Surgeon

Surgical assistants and/or assistant surgeon will be paid at 20% of the covered expense for surgery.

Physician Assistant

Physician assistants will be paid at 20% of the covered expense for surgery

DENTAL/ORAL SURGERIES COVERED UNDER THE MEDICAL PLAN

Oral surgical operations due to a bodily injury or sickness are payable as shown on the Schedule of Benefits and include the following procedures:

1. Excision of partially or completely unerupted impacted teeth;
2. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when such conditions require pathological examination;
3. Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
4. Reduction of fractures and dislocations of the jaw;
5. External incision and drainage of cellulitis;

6. Incision of accessory sinuses, salivary glands or ducts;

7. Frenectomy (the cutting of the tissue in the midline of the tongue);

8. Dental osteotomies.

**FAMILY PLANNING**

Family planning services are payable as shown on the Schedule of Benefits.

The exclusion for services which are not medically necessary does not apply to family planning services, except life-threatening abortions.

**MATERNITY**

Maternity services, including normal maternity, c-section and complications, are payable as shown on the Schedule of Benefits.

Maternity benefits are subject to all terms and provisions of this Plan, with the exception of the pre-existing condition limitation as defined within the Definitions section.

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother’s or newborn’s attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). An attending provider is defined as an individual who is licensed under applicable state law to provide maternal or pediatric care and who is directly responsible for providing such care to a mother or newborn child. The definition of attending provider does not include a plan, hospital, managed care organization or other issuer. In any case, plans may not, under Federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

**Newborns**

Covered expenses incurred during a newborn child's initial inpatient hospital confinement include hospital expenses for nursery room and board and miscellaneous services, qualified practitioner's expenses for circumcision and qualified practitioner's expenses for routine examination before release from the hospital. Covered expenses also include services for the treatment of a bodily injury or sickness, care or treatment for premature birth and medically diagnosed birth defects and abnormalities.

Newborn benefits are subject to all terms and provisions of this Plan, with the exception of the pre-existing condition limitation as defined within the Definitions section. Please refer to the Eligibility and Effective Date of Coverage section regarding newborn eligibility and enrollment.
Birthing Centers

A birthing center is a free standing facility, licensed by the state, which provides prenatal care, delivery, immediate postpartum care and care of the newborn child. *Services* are payable when incurred within 48 hours after *confinement* in a birthing center for *services* and supplies furnished for prenatal care and delivery.

**INPATIENT HOSPITAL**

Inpatient *hospital services* are payable as shown on the Schedule of Benefits, and include charges made by a *hospital* for daily semi-private, ward, intensive care or coronary care room and board charges for each day of *confinement* and *services* furnished for *your* treatment during *confinement*. Benefits for a private or single-bed room are limited to the *maximum allowable fee* charged for a semi-private room in the *hospital* while a registered bed patient.

**SKILLED NURSING FACILITY**

*Expenses incurred* for daily room and board and general nursing *services* for each day of *confinement* in a skilled nursing facility are payable as shown on the Schedule of Benefits. The daily rate will not exceed the maximum daily rate established for licensed skilled nursing care facilities by the Department of Health and Social Services.

*Covered expenses* for a skilled nursing facility *confinement* are payable when the *confinement*:

1. Begins while *you* or an eligible *dependent* are covered under this Plan;
2. Begins after discharge from a *hospital confinement* or a prior covered skilled nursing facility *confinement*;
3. Is necessary for care or treatment of the same *bodily injury* or *sickness* which caused the prior *confinement*; and
4. Occurs while *you* or an eligible *dependent* are under the regular care of a physician.

Skilled nursing facility means only an institution licensed as a skilled nursing facility and lawfully operated in the jurisdiction where located. It must maintain and provide:

1. Permanent and full-time bed care facilities for resident patients;
2. A physician's *services* available at all times;
3. 24-hour-a-day skilled nursing *services* under the full-time supervision of a physician or registered nurse (R.N.);
4. A daily record for each patient;
5. Continuous skilled nursing care for sick or injured persons during their convalescence from *sickness* or *bodily injury*; and
6. A utilization review plan.
A skilled nursing facility is not except by incident, a rest home, a home for care of the aged, or engaged in the care and treatment of mental health or substance abuse.

OUTPATIENT AND AMBULATORY SURGICAL CENTER

Outpatient facility and ambulatory surgical center services are payable as shown on the Schedule of Benefits.

EMERGENCY AND URGENT CARE SERVICES

Emergency and urgent care services are payable as shown on the Schedule of Benefits.

HOSPICE SERVICES

Hospice services are payable as shown on the Schedule of Benefits, and must be furnished in a hospice facility or in your home. A qualified practitioner must certify you are terminally ill with a life expectancy of six months or less.

For hospice services only, your immediate family is considered to be your parent, spouse, children or step-children.

Covered expenses are payable for the following hospice services:

1. Room and board and other services and supplies;
2. Part-time nursing care by, or supervised by, a registered nurse for up to 8 hours per day;
3. Counseling services by a qualified practitioner for the hospice patient and the immediate family;
4. Medical social services provided to you or your immediate family under the direction of a qualified practitioner, which include the following:
   a. Assessment of social, emotional and medical needs, and the home and family situation;
   b. Identification of the community resources available; and
   c. Assistance in obtaining those resources;
5. Nutritional counseling;
6. Physical or occupational therapy;
7. Part-time home health aide service for up to 8 hours in any one day;
8. Medical supplies, drugs and medicines prescribed by a qualified practitioner.

Hospice care benefits do NOT include:

1. Private duty nursing services when confined in a hospice facility;
2. A confinement not required for pain control or other acute chronic symptom management;
3. Funeral arrangements;
4. Financial or legal counseling, including estate planning or drafting of a will;

5. Homemaker or caretaker services, including a sitter or companion services;

6. Housecleaning and household maintenance;

7. Services of a social worker other than a licensed clinical social worker;

8. Services by volunteers or persons who do not regularly charge for their services; or

9. Services by a licensed pastoral counselor to a member of his or her congregation when services are in the course of the duties to which he or she is called as a pastor or minister.

Hospice care program means a written plan of hospice care, established and reviewed by the qualified practitioner attending the patient and the hospice care agency, for providing palliative and supportive care to hospice patients. It offers supportive care to the families of hospice patients, an assessment of the hospice patient's medical and social needs, and a description of the care to meet those needs.

Hospice facility means a licensed facility or part of a facility which principally provides hospice care, keeps medical records of each patient, has an ongoing quality assurance program and has a physician on call at all times. A hospice facility provides 24-hour-a-day nursing services under the direction of a R.N. and has a full-time administrator.

Hospice care agency means an agency which has the primary purpose of providing hospice services to hospice patients. It must be licensed and operated according to the laws of the state in which it is located and meets all of these requirements: (1) has obtained any required certificate of need; (2) provides 24-hours a day, 7 day-a-week service supervised by a qualified practitioner; (3) has a full-time coordinator; (4) keeps written records of services provided to each patient; (5) has a nurse coordinator who is a R.N., who has four years of full-time clinical experience, of which at least two involved caring for terminally ill patients; and, (6) has a licensed social service coordinator.

A hospice care agency will establish policies for the provision of hospice care, assess the patient's medical and social needs and develop a program to meet those needs. It will provide an ongoing quality assurance program, permit area medical personnel to use its services for their patients, and use volunteers trained in care of, and services for, non-medical needs.

HOME HEALTH CARE

Expenses incurred for home health care are payable as shown on the Schedule of Benefits. The maximum weekly benefit for such coverage may not exceed the maximum allowable weekly cost for care in a skilled nursing facility.

Each visit by a home health care provider for evaluating the need for, developing a plan, or providing services under a home health care plan will be considered one home health care visit. Up to 4 consecutive hours of service in a 24-hour period is considered one home health care visit. A visit by a home health care provider of 4 hours or more is considered one visit for every 4 hours or part thereof.

Home health care provider means an agency licensed by the proper authority as a home health agency or Medicare approved as a home health agency.

Home health care will not be reimbursed unless this Plan determines:
1. Hospitalization or confinement in a skilled nursing facility would otherwise be required if home care were not provided;

2. Necessary care and treatment are not available from a family member or other persons residing with you; and

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

The home health care plan must be reviewed and approved by the qualified practitioner under whose care you are currently receiving treatment for the bodily injury or sickness which requires the home health care.

The home health care plan consists of:

1. Care by or under the supervision of a registered nurse (R.N.);

2. Physical, speech, occupational, cognitive and respiratory therapy and home health aide services; and

3. Medical supplies, laboratory services and nutritional counseling, if such services and supplies would have been covered if you were hospital confined.

Home health care benefits do not include:

1. Charges for mileage or travel time to and from the covered person's home;

2. Wage or shift differentials for home health care providers;

3. Charges for supervision of home health care providers;

4. Private duty nursing;

5. Durable medical equipment and prosthetics.

DURABLE MEDICAL EQUIPMENT (DME)

Durable medical equipment (DME) is payable as shown on the Schedule of Benefits and includes DME provided within a covered person’s home. Rental is allowed up to, but not to exceed, the purchase price of the durable medical equipment (DME). This Plan, at its option, may authorize the purchase of DME in lieu of its rental, if the rental price is projected to exceed the purchase price. Oxygen and rental of equipment for its administration and insulin infusion pumps in the treatment of diabetes are considered DME. Repair or maintenance of DME and duplicate DME is not covered.

Prosthetics

Initial prosthetic devices or supplies, including but not limited to, limbs and eyes are payable as shown on the Schedule of Benefits. Coverage will be provided for prosthetic devices necessary to restore minimal basic function. Replacement is a covered expense if due to pathological changes. Repair or maintenance of prosthetics is not covered.
SPECIALTY DRUG MEDICAL BENEFIT

Specialty drugs are payable as shown on the Schedule of Benefits.

Go to www.myhumana.com, click on the “Doctors & Rx” tab, click “Pharmacy Tools”, then “Drug Pricing” to search for specialty drugs.

AMBULANCE

Local professional ground or air ambulance service to the nearest hospital equipped to provide the necessary treatment is covered as shown on the Schedule of Benefits. Ambulance service must not be provided primarily for the convenience of the patient or the qualified practitioner.

TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)

Covered expenses are payable as shown on the Schedule of Benefits for any jaw joint problem including any temporomandibular joint disorder, craniomaxillary, craniomandibular disorder or other conditions of the joint linking the jaw bone and skull and treatment of the facial muscles used in expression and mastication functions, for symptoms including but not limited to, headaches. These expenses do not include charges for orthodontic services.

DENTAL INJURY

Dental injury services are payable as shown on the Schedule of Benefits and include charges for services for the treatment of a dental injury to a sound natural tooth, including but not limited to extraction and initial replacement.

Services for teeth injured as a result of chewing are covered.

Services must begin within 90 days after the date of the dental injury. Services must be completed within 12 months after the date of the dental injury.

Benefits will be paid only for expenses incurred for the least expensive service that will produce a professionally adequate result as determined by this Plan.

THERAPY SERVICES

Therapy services are payable as shown on the Schedule of Benefits.

Chiropractic Care

Chiropractic care for the treatment of a bodily injury or sickness is payable as shown on the Schedule of Benefits.
TRANSLANT SERVICES

This Plan will pay benefits for the expense of a transplant as defined below for a covered person when approved in advance by Humana, subject to those terms, conditions and limitations described below and contained in this Plan. Please call the customer service phone number listed on the back of your ID card when in need of these services.

Precertification

Precertification is required. If precertification is not received, transplant services will not be covered.

Covered Organ Transplant

Only the services, care and treatment received for, or in connection with, the pre-approved transplant of the organs identified hereafter, which are determined by Humana to be medically necessary services and which are not experimental, investigational or for research purposes will be covered by this Plan. The transplant includes: pre-transplant services, transplant inclusive of any chemotherapy and associated services, post-discharge services and treatment of complications after transplantation of the following organs or procedures only:

1. Heart;
2. Lung(s);
3. Liver;
4. Kidney;
5. Bone Marrow*;
6. Intestine;
7. Pancreas;
8. Auto islet cell;
9. Multivisceral;
10. Any combination of the above listed organs;
11. Any organ not listed above required by federal law.

*The term bone marrow refers to the transplant of human blood precursor cells which are administered to a patient following high-dose, ablative or myelosuppresive chemotherapy. Such cells may be derived from bone marrow, circulating blood, or a combination of bone marrow and circulating blood obtained from the patient in an autologous transplant or from a matched related or unrelated donor or cord blood. If chemotherapy is an integral part of the treatment involving a transplant of bone marrow, the term bone marrow includes the harvesting, the transplantation and the chemotherapy components. Storage of cord blood and stem cells will not be covered unless as an integral part of a transplant of bone marrow approved by Humana.
Corneal transplants and porcine heart valve implants, which are tissues rather than organs, are considered part of regular plan benefits and are subject to other applicable provisions of this Plan.

For a transplant to be considered fully approved, prior written approval from Humana is required in advance of the transplant. You or your qualified practitioner must notify Humana in advance of your need for an initial transplant evaluation in order for Humana to determine if the transplant will be covered. For approval of the transplant itself, Humana must be given a reasonable opportunity to review the clinical results of the evaluation before rendering a determination.

Once the transplant is approved, Humana will advise the covered person's qualified practitioner. Benefits are payable only if the pre-transplant services, the transplant and post-discharge services are approved by Humana.

Exclusions

No benefit is payable for, or in connection with, a transplant if:

1. It is experimental, investigational or for research purposes as defined in the Definitions section;
2. Humana is not contacted for authorization prior to referral for evaluation of the transplant;
3. Humana does not approve coverage for the transplant, based on its established criteria;
4. Expenses are eligible to be paid under any private or public research fund, government program, except Medicaid, or another funding program, whether or not such funding was applied for or received;
5. The expense relates to the transplantation of any non-human organ or tissue, unless otherwise stated in this Plan;
6. The expense relates to the donation or acquisition of an organ for a recipient who is not covered by this Plan;
7. A denied transplant is performed; this includes the pre-transplant evaluation, pre-transplant services, the transplant procedure, post-discharge services, immunosuppressive drugs and complications of such transplant;
8. The covered person for whom a transplant is requested has not met pre-transplant criteria as established by Humana.

Covered Services

For approved transplants, and all related complications, this Plan will cover only the following expenses:

1. Hospital and qualified practitioner services, payable as shown on the Schedule of Benefits. If services are rendered at a Humana National Transplant Network (NTN) facility, covered expenses are paid in accordance to the NTN contracted rates;
2. Organ acquisition and donor costs. Except for bone marrow transplants, donor costs are not payable under this Plan if they are payable in whole or in part by any other group plan, insurance company, organization or person other than the donor's family or estate. Coverage for bone marrow transplants procedures will include costs associated with the donor-patient to the same extent and limitations associated with the covered person;

3. Direct, non-medical costs for the covered person, when the transplant is performed at a Humana National Transplant Network facility, will be paid as shown on the Schedule of Benefits, for: (a) transportation to and from the hospital where the transplant is performed; and (b) temporary lodging at a prearranged location when requested by the hospital and approved by Humana. These direct, non-medical costs are only available if the covered person lives more than 100 miles from the transplant facility;

4. Direct, non-medical costs for one support person of the covered person (two persons if the patient is under age 18 years), when the transplant is performed at a Humana National Transplant Network facility, will be paid as shown on the Schedule of Benefits, for: (a) transportation to and from the approved facility where the transplant is performed; and (b) temporary lodging at a prearranged location during the covered person's confinement in the hospital. These direct, non-medical costs are only available if the covered person's support person(s) live more than 100 miles from the transplant facility.

Non-medical costs are not covered if a transplant is performed at a facility that is not a Humana National Transplant Network facility.

**BEHAVIORAL HEALTH SERVICES**

*Expense incurred by you* during a plan of treatment for *behavioral health* is payable as shown on the Schedule of Benefits for:

1. Charges made by a qualified practitioner;

2. Charges made by a hospital;

3. Charges made by a qualified treatment facility;

4. Charges for x-ray and laboratory expenses.

**Inpatient Services**

*Covered expenses* while confined as a registered bed patient in a hospital or qualified treatment facility are payable as shown on the Schedule of Benefits.

**Outpatient Services**

*Covered expenses* for outpatient treatment received while not confined in a hospital or qualified treatment facility are payable as shown on the Schedule of Benefits.
Limitations

No benefits are payable under this provision for marriage counseling, treatment of nicotine habit or addiction, or for treatment of being obese or overweight.

Treatment must be provided for the cause for which benefits are payable under this provision of the Plan.

OTHER COVERED EXPENSES

The following are other covered expenses payable as shown on the Schedule of Benefits:

1. Blood and blood plasma are payable as long as it is NOT replaced by donation, and administration of blood and blood products including blood extracts or derivatives;

2. Casts, trusses, crutches, orthotics, splints and braces. Orthotics must be custom made or custom fitted, made of rigid or semi-rigid material. Oral or dental splints and appliances must be custom made and for the treatment of documented obstructive sleep apnea. Unless specifically stated otherwise, fabric supports, replacement orthotics and braces, oral splints and appliances, dental splints and appliances, and dental braces are not a covered expense;

3. Reconstructive surgery due to bodily injury, infection or other disease of the involved part or congenital disease or anomaly of a covered dependent child which resulted in a functional impairment;

4. Reconstructive services following a covered mastectomy, including but not limited to:
   a. Reconstruction of the breast on which the mastectomy was performed;
   b. Reconstruction of the other breast to achieve symmetry;
   c. Prosthesis; and
   d. Treatment of physical complications of all stages of the mastectomy, including lymphedemas;

5. Routine costs associated with clinical trials, when approved by this Plan. For additional details, go to www.humana.com, click on “Humana Websites for Providers” along the left hand side of the page, then click “Medical Coverage Policies” under Critical Topics, then click “Medical Coverage Policies” and search for Clinical Trials.
LIMITATIONS AND EXCLUSIONS

This Plan does not provide benefits for:

1. **Services:**
   a. Not furnished by a *qualified practitioner or qualified treatment facility*;
   b. Not authorized or prescribed by a *qualified practitioner*;
   c. Not specifically covered by this Plan whether or not prescribed by a *qualified practitioner*;
   d. Which are not provided;
   e. For which no charge is made, or for which you would not be required to pay if you were not covered under this Plan unless charges are received from and reimbursable to the United States Government or any of its agencies as required by law;
   f. Furnished by or payable under any plan or law through any government or any political subdivision (this does not include *Medicare* or Medicaid);
   g. Furnished for a military service connected *sickness or bodily injury* by or under an agreement with a department or agency of the United States Government, including the Department of Veterans Affairs;
   h. Performed in association with a *service* that is not covered under this Plan.

2. Immunizations required for foreign travel;

3. Radial keratotomy, refractive keratoplasty or any other *surgery* to correct myopia, hyperopia or stigmatic error;

4. **Services** related to gender change;

5. **Cosmetic surgery and cosmetic services** or devices, unless for reconstructive surgery:
   a. Resulting from a *bodily injury*, infection or other disease of the involved part, when *functional impairment* is present; or
   b. Resulting from a congenital disease or anomaly of a covered *dependent child* which resulted in a *functional impairment*.

*Expense incurred* for reconstructive surgery performed due to the presence of a psychological condition are not covered, unless the condition(s) described above are also met.

6. Hair prosthesis, hair transplants or hair implants;

7. Dental *services* or appliances for the treatment of the teeth, gums, jaws or alveolar processes, including but not limited to, implants and related procedures, routine dental extractions and orthodontic procedures, unless specifically provided under this Plan;

8. **Services** which are:
   a. Rendered in connection with a *mental health* disorder not classified in the International Classification of Diseases of the U.S. Department of Health and Human Services;
   b. Extended beyond the period necessary for evaluation and diagnosis of learning and behavioral disabilities or for mental retardation.
9. Marriage counseling;

10. *Court-ordered mental health or substance abuse services*;

11. Education or training, unless otherwise specified in this Plan;

12. Educational or vocational therapy, testing, services or schools, including therapeutic boarding schools and other therapeutic environments. Educational or vocational videos, tapes, books and similar materials are also excluded;

13. Expenses for *services* that are primarily and customarily used for environmental control or enhancement (whether or not prescribed by a *qualified practitioner*) and certain medical devices including, but not limited to:
   a. Common household items including air conditioners, air purifiers, water purifiers, vacuum cleaners, waterbeds, hypoallergenic mattresses or pillows or exercise equipment;
   b. Motorized transportation equipment (e.g. scooters), escalators, elevators, ramps or modifications or additions to living/working quarters or transportation vehicles;
   c. Personal hygiene equipment including bath/shower chairs, transfer equipment or supplies or bedside commodes;
   d. Personal comfort items including cervical pillows, gravity lumbar reduction chairs, swimming pools, whirlpools, saunas or hot tubs;
   e. Medical equipment including blood pressure monitoring devices, breast pumps, PUVA lights and stethoscopes;
   f. Communication system, telephone, television or computer systems and related equipment or similar items or equipment;
   g. Communication devices, except after surgical removal of the larynx or a diagnosis of permanent lack of function of the larynx.

14. Any medical treatment, procedure, drug, biological product or device which is *experimental, investigational or for research purposes*, unless otherwise specified in this Plan;

15. *Services* not medically necessary for diagnosis and treatment of a *bodily injury or sickness*;

16. Charges in excess of the *maximum allowable fee* for the *service*;

17. *Services* provided by a person who ordinarily resides in your home or who is a *family member*;

18. Any expense incurred prior to your effective date under this Plan or after the date your coverage under this Plan terminates, except as specifically described in this Plan;

19. *Expenses incurred* for which you are entitled to receive benefits under your previous dental or medical plan;

20. Any expense due to the *covered person's*:
   a. Engaging in an illegal occupation; or
   b. Commission of or an attempt to commit a criminal act;

21. Any loss caused by or contributed to:
   a. War or any act of war, whether declared or not;
   b. Insurrection; or
   c. Any act of armed conflict, or any conflict involving armed forces of any authority;
22. Any expense incurred for services received outside of the United States, except for emergency care services, unless otherwise determined by this Plan;

23. Treatment of nicotine habit or addiction, including, but not limited to hypnosis, smoking cessation products, classes or tapes, unless otherwise determined by this Plan;

24. Vitamins, dietary supplements and dietary formulas, except enteral formulas, nutritional supplements or low protein modified food products for the treatment of an inherited metabolic disease, e.g. phenylketonuria (PKU);

25. Prescription drugs and self-administered injectable drugs, unless administered to you:
   a. While inpatient in a hospital, qualified treatment facility or skilled nursing facility; or
   b. By the following, when deemed appropriate by this Plan: a qualified practitioner, during an office visit, while outpatient, or at a home health care agency as part of a covered home health care plan approved by this Plan.

26. Any drug prescribed, except:
   a. FDA approved drugs utilized for FDA approved indications; or
   b. FDA approved drugs utilized for off-label drug indications recognized in at least one compendia reference or peer-reviewed medical literature deemed acceptable to this Plan.

27. Off-evidence drug indications;

28. Over-the-counter, non-prescription medications;

29. Growth hormones (medications, drugs or hormones to stimulate growth);

30. Therapy and testing for treatment of allergies including, but not limited to, services related to clinical ecology, environmental allergy and allergic immune system dysregulation and sublingual antigen(s), extracts, neutralization test and/or treatment UNLESS such therapy or testing is approved by:
   a. The American Academy of Allergy and Immunology, or
   b. The Department of Health and Human Services or any of its offices or agencies.

31. Professional pathology or radiology charges, including but not limited to, blood counts, multi-channel testing, and other clinical chemistry tests, when:
   a. The services do not require a professional interpretation, or
   b. The qualified practitioner did not provide a specific professional interpretation of the test results of the covered person.

32. Services that are billed incorrectly or billed separately, but are an integral part of another billed service;

33. Expenses for health clubs or health spas, aerobic and strength conditioning, work-hardening programs or weight loss or similar programs, and all related material and product for these programs;

34. Alternative medicine;
35. Services rendered in a premenstrual syndrome clinic or holistic medicine clinic;

36. Services of a midwife, unless provided by a Certified Nurse Midwife;

37. The following types of care of the feet:
   a. Shock wave therapy of the feet;
   b. The treatment of weak, strained, flat, unstable or unbalanced feet;
   c. Hygienic care, and the treatment of superficial lesions of the feet, such as corns, calluses or hyperkeratosis;
   d. The treatment of tarsalgia, metatarsalgia, or bunion, except surgically;
   e. The cutting of toenails, except the removal of the nail matrix;
   f. The provision of heel wedges, lifts or shoe inserts; and
   g. The provision of arch supports or orthopedic shoes. Arch supports and orthopedic shoes are covered if medically necessary because of diabetes or hammertoe.

38. Custodial care and maintenance care;

39. Weekend non-emergency hospital admissions, specifically admissions to a hospital on a Friday or Saturday at the convenience of the covered person or his or her qualified practitioner when there is no cause for an emergency admission and the covered person receives no surgery or therapeutic treatment until the following Monday;

40. Hospital inpatient services when you are in observation status;

41. Services rendered by a standby physician, surgical assistant, assistant surgeon, physician assistant, registered nurse or certified operating room technician unless medically necessary;

42. Ambulance services for routine transportation to, from or between medical facilities and/or a qualified practitioner’s office;

43. Preadmission/procedural testing duplicated during a hospital confinement;

44. Lodging accommodations or transportation, unless specifically provided under this Plan;

45. Communications or travel time;

46. No benefits will be provided for the following, unless otherwise determined by this Plan:
   a. Immunotherapy for recurrent abortion;
   b. Chemonucleolysis;
   c. Biliary lithotripsy;
   d. Home uterine activity monitoring;
   e. Sleep therapy;
   f. Light treatments for Seasonal Affective Disorder (S.A.D.);
   g. Immunotherapy for food allergy;
   h. Prolotherapy;
   i. Cranial banding;
   j. Hyperhidrosis surgery;
   k. Lactation therapy; or
   l. Sensory integration therapy.
47. Any covered expenses to the extent of any amount received from others for the bodily injuries or losses which necessitate such benefits. Without limitation, "amounts received from others" specifically includes, but is not limited to, liability insurance, workers’ compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile med-pay payments or recovery from any identifiable fund regardless of whether the beneficiary was made whole;

48. Routine physical examinations and related services for occupation, employment, school, sports, camp, travel, purchase of insurance or premarital tests or examinations, unless specifically provided under this Plan;

49. Surrogate parenting;

50. Any bodily injury or sickness arising from or sustained in the course of any occupation or employment for compensation, profit or gain for which:
   a. Benefits are provided or payable under any Workers’ Compensation or Occupational Disease Act or Law, or
   b. Coverage was available under any Workers' Compensation or Occupational Disease Act or Law regardless of whether such coverage was actually purchased.

51. Pre-existing conditions to the extent specified in the Definitions section;

52. The purchase, fitting or repair of eyeglass frames and lenses or contact lenses, unless specifically provided under this Plan;

53. Vision therapy;

54. Hearing aids, the fitting or repair of hearing aids or advice on their care; implantable hearing devices, except for cochlear implants and auditory brain stem implants as determined by this Plan;

55. Elective medical or surgical abortion unless:
   a. The pregnancy would endanger the life of the mother; or
   b. The pregnancy is a result of rape or incest; or
   c. The fetus has been diagnosed with a lethal or otherwise significant abnormality.

56. Services for a reversal of sterilization;

57. Birth control pills and patches;

58. Private duty nursing, except in an inpatient hospital;

59. Wigs, except for cancer patients with hair loss resulting from chemotherapy and/or radiation therapy;

60. Any treatment:
   a. For obesity, which includes morbid obesity.
   b. For obesity, which includes morbid obesity, for the purpose of treating a sickness or bodily injury caused by, complicated by, or exacerbated by the obesity.

61. Surgical procedures for the removal of excess skin and/or fat in conjunction with or resulting from weight loss or weight loss surgery;
LIMITATIONS AND EXCLUSIONS

62. No benefits will be provided for, or on account of, the following items:
   a. Expenses for a bariatric surgery that are experimental, investigational or for research purposes;
   b. Bariatric services not approved by this Plan, based on this Plan’s established criteria;
   c. Bariatric services for a bariatric surgery denied by this Plan;
   d. Bariatric services for which you have not met criteria as established by this Plan;
   e. Expenses for bariatric surgery performed outside of the United States;
   f. Any care resulting from a non-covered bariatric surgery.

63. Infertility counseling and treatment services;

64. Artificial means to achieve pregnancy or ovulation, including, but not limited to, artificial insemination, in vitro fertilization, spermatogenesis, gamete intra fallopian transfer (GIFT), zygote intra fallopian transfer (ZIFT), tubal ovum transfer, embryo freezing or transfer and sperm banking;

65. Services related to the treatment and/or diagnosis of sexual dysfunction/impotence;

66. Acupuncture;

67. Residential treatment facilities;

68. Halfway-house services.

NOTE: These limitations and exclusions apply even if a qualified practitioner has performed or prescribed a medically necessary procedure, treatment or supply. This does not prevent your qualified practitioner from providing or performing the procedure, treatment or supply, however, the procedure, treatment or supply will not be a covered expense.
COORDINATION OF BENEFITS

BENEFITS SUBJECT TO THIS PROVISION

Benefits described in this Plan are coordinated with benefits provided by other plans under which you are also covered. This is to prevent duplication of coverage and a resulting increase in the cost of medical or dental coverage. Prescription drug coverage under the Prescription Drug benefit, if applicable, is not subject to these coordination provisions and will therefore only be coordinated with other prescription drug coverage.

For this purpose, a plan is one which covers medical or dental expenses and provides benefits or services by group, franchise or blanket insurance coverage. This includes group-type contracts not available to the general public, obtained and maintained only because of the covered person's membership in, or connection with, a particular organization or group, whether or not designated as franchise, blanket, or in some other fashion. Plan also includes any coverage provided through the following:

1. Employer, trustee, union, employee benefit, or other association; or
2. Governmental programs, programs mandated by state statute, or sponsored or provided by an educational institution.

This Coordination of Benefits provision does not apply to any individual policies or Blanket Student Accident Insurance provided by, or through, an educational institution. Allowable expense means any eligible expense, a portion of which is covered under one of the plans covering the person for whom claim is made. Each plan will determine what is an allowable expense according to the provisions of the respective plan. When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an allowable expense and a benefit paid.

EFFECT ON BENEFITS

One of the plans involved will pay benefits first. This is called the primary plan. All other plans are called secondary plans.

When this Plan is the secondary plan, the sum of the benefit payable will not exceed 100% of the total allowable expenses incurred under this Plan and any other plans included under this provision.

ORDER OF BENEFIT DETERMINATION

In order to pay claims, it must be determined which plan is primary and which plan(s) are secondary. A plan will pay benefits first if it meets one of the following conditions:

1. The plan has no coordination of benefits provision;
2. The plan covers the person as an employee;
3. For a child who is covered under both parents' plans, the plan covering the parent whose birthday (month and day) occurs first in the calendar year pays before the plan covering the other parent. If the birthdates of both parents are the same, the plan which has covered the person for the longer period of time will be determined the primary plan;

If a plan other than this Plan does not include provision 3, then the gender rule will be followed to determine which plan is primary.
4. In the case of dependent children covered under the plans of divorced or separated parents, the following rules apply:
   a. The plan of a parent who has custody will pay the benefits first;
   b. The plan of a step-parent who has custody will pay benefits next;
   c. The plan of a parent who does not have custody will pay benefits next;
   d. The plan of a step-parent who does not have custody will pay benefits next.

There may be a court decree which gives one parent financial responsibility for the medical or dental expenses of the dependent children. If there is a court decree, the rules stated above will not apply if they conflict with the court decree. Instead, the plan of the parent with financial responsibility will pay benefits first.

5. If a person is laid off or is retired or is a dependent of such person, that plan covers after the plan covering such person as an active employee or dependent of such employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule will be ignored.

If the above rules do not apply or cannot be determined, then the plan that covered the person for the longest period of time will pay first.

**COORDINATION OF BENEFITS WITH MEDICARE**

When an employer employs 100 or more persons, the benefits of this Plan will be payable first for a covered person who is under age 65 and eligible for Medicare. The benefits of Medicare will be payable second.

**MEDICARE PART A** means the Social Security program that provides hospital insurance benefits.

**MEDICARE PART B** means the Social Security program that provides medical insurance benefits.

For the purposes of determining benefits payable for any covered person who is eligible to enroll for Medicare Part B, but does not, Humana assumes the amount payable under Medicare Part B to be the amount the covered person would have received if he or she enrolled for it. A covered person is considered to be eligible for Medicare on the earliest date coverage under Medicare could become effective for him or her.

**OPTIONS**

Federal Law allows this Plan’s actively working covered employees age 65 or older and their covered spouses who are eligible for Medicare to choose one of the following options:

**OPTION 1** - The benefits of this Plan will be payable first and the benefits of Medicare will be payable second.

**OPTION 2** - Medicare benefits only. The covered person and his or her dependents, if any, will not be covered by this Plan.

Each covered employee and each covered spouse will be provided with the choice to elect one of these options at least one month before the covered employee or the covered spouse becomes age 65. All new covered employees and newly covered spouses age 65 or older will also be offered these options. If Option 1 is chosen, its issue is subject to the same requirements as for a covered employee or dependent who is under age 65.
Under Federal law, there are two categories of persons eligible for Medicare. The calculation and payments of benefits by this Plan differs for each category.

**CATEGORY 1** - Medicare Eligibles are actively working covered employees age 65 or older and their age 65 or older covered spouses, and age 65 or older covered spouses of actively working covered employees who are under age 65.

**CATEGORY 2** - Medicare Eligibles are any other covered persons entitled to Medicare, whether or not they enrolled for it. This category includes, but is not limited to, retired covered employees and their spouses or covered dependents of a covered employee other than his or her spouse.

**CALCULATION AND PAYMENT OF BENEFITS**

For covered persons in Category 1, benefits are payable by this Plan without regard to any benefits payable by Medicare. Medicare will then determine its benefits.

For covered persons in Category 2, Medicare benefits are payable before any benefits are payable by this Plan. The benefits of this Plan will then be reduced by the full amount of all Medicare benefits the covered person is entitled to receive, whether or not they were actually enrolled for Medicare.

**RIGHT OF RECOVERY**

This Plan reserves the right to recover benefit payments made for an allowable expense under this Plan in the amount which exceeds the maximum amount this Plan is required to pay under these provisions. This right of recovery applies to this Plan against:

1. Any person(s) to, for or with respect to whom, such payments were made; or

2. Any other insurance companies, or organizations which according to these provisions, owe benefits due for the same allowable expense under any other plan.

This Plan alone will determine against whom this right of recovery will be exercised.
CLAIM PROCEDURES

SUBMITTING A CLAIM

This section describes what a covered person (or his or her authorized representative) must do to file a claim for Plan benefits.

- A claim must be filed with Humana in writing and delivered to Humana by mail, postage prepaid, or by e-mail. However, a submission to obtain pre-authorization may also be filed with Humana by telephone;

- Claims must be submitted to Humana at the address indicated in the documents describing this Plan or claimant’s identification card. Claims will not be deemed submitted for purposes of these procedures unless and until received at the correct address;

- Also, claims submissions must be in a format acceptable to Humana and compliant with any applicable legal requirements. Claims that are not submitted in accordance with the requirements of applicable federal law respecting privacy of protected health information and/or electronic claims standards will not be accepted by this Plan;

- Claims submissions must be timely. Claims must be filed as soon as reasonably possible after they are incurred, and in no event later than 15 months after the date of loss, except if you were legally incapacitated. Plan benefits are only available for claims that are incurred by a covered person during the period that he or she is covered under this Plan;

- Claims submissions must be complete. They must contain, at a minimum:
  a. The name of the covered person who incurred the covered expense;
  b. The name and address of the health care provider;
  c. The diagnosis of the condition;
  d. The procedure or nature of the treatment;
  e. The date of and place where the procedure or treatment has been or will be provided;
  f. The amount billed and the amount of the covered expense not paid through coverage other than Plan coverage, as appropriate;
  g. Evidence that substantiates the nature, amount, and timeliness of each covered expense in a format that is acceptable according to industry standards and in compliance with applicable law.

Presentation of a prescription to a pharmacy does not constitute a claim. If a covered person is required to pay the cost of a covered prescription drug, however, he or she may submit a claim based on that amount to Humana.

A general request for an interpretation of Plan provisions will not be considered to be a claim. Requests of this type, such as a request for an interpretation of the eligibility provisions of this Plan, should be directed to the Plan Administrator.

Mail medical claims and correspondence to:

Humana Claims Office
P.O. Box 14601
Lexington, KY 40512-4601
MISCELLANEOUS MEDICAL CHARGES

If you accumulate bills for medical items you purchase or rent yourself, send them to Humana at least once every three months during the year (quarterly). The receipts must include the patient name, name of the item, date item was purchased or rented and name of the provider of service.

PROCEDURAL DEFECTS

If a pre-service claim submission is not made in accordance with this Plan’s procedural requirements, Humana will notify the claimant of the procedural deficiency and how it may be cured no later than within five (5) days (or within 24 hours, in the case of an urgent care claim) following the failure. A post-service claim that is not submitted in accordance with these claims procedures will be returned to the submitter.

ASSIGNMENTS AND REPRESENTATIVES

A covered person may assign his or her right to receive Plan benefits to a health care provider only with the consent of Humana, in its sole discretion, except as may be required by applicable law. Assignments must be in writing. If a document is not sufficient to constitute an assignment, as determined by Humana, then this Plan will not consider an assignment to have been made. An assignment is not binding on this Plan until Humana receives and acknowledges in writing the original or copy of the assignment before payment of the benefit.

If benefits are assigned in accordance with the foregoing paragraph and a health care provider submits claims on behalf of a covered person, benefits will be paid to that health care provider.

In addition, a covered person may designate an authorized representative to act on his or her behalf in pursuing a benefit claim or appeal. The designation must be explicitly stated in writing and it must authorize disclosure of protected health information with respect to the claim by this Plan, Humana and the authorized representative to one another. If a document is not sufficient to constitute a designation of an authorized representative, as determined by Humana, then this Plan will not consider a designation to have been made. An assignment of benefits does not constitute designation of an authorized representative.

• Any document designating an authorized representative must be submitted to Humana in advance, or at the time an authorized representative commences a course of action on behalf of a claimant. At the same time, the authorized representative should also provide notice of commencement of the action on behalf of the claimant to the claimant, which Humana may verify with the claimant prior to recognizing the authorized representative status.

• In any event, a health care provider with knowledge of a claimant’s medical condition acting in connection with an urgent care claim will be recognized by this Plan as the claimant’s authorized representative.

Covered persons should carefully consider whether to designate an authorized representative. An authorized representative may make decisions independent of the covered person, such as whether and how to appeal a claim denial.
CLAIMS DECISIONS

After submission of a claim by a claimant, Humana will notify the claimant within a reasonable time, as follows:

Pre-Service Claims

Humana will notify the claimant of a favorable or adverse determination within a reasonable time appropriate to the medical circumstances, but no later than 15 days after receipt of the claim by this Plan.

However, this period may be extended by an additional 15 days, if Humana determines that the extension is necessary due to matters beyond the control of this Plan. Humana will notify the affected claimant of the extension before the end of the initial 15-day period, the circumstances requiring the extension, and the date by which this Plan expects to make a decision.

If the reason for the extension is because of the claimant’s failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The claimant will have at least 45 days from the date the notice is received to provide the specified information.

Urgent Care Claims

Humana will determine whether a claim is an urgent care claim. This determination will be made on the basis of information furnished by or on behalf of a claimant. In making this determination, Humana will exercise its judgment, with deference to the judgment of a physician with knowledge of the claimant’s condition. Accordingly, Humana may require a claimant to clarify the medical urgency and circumstances that support the urgent care claim for expedited decision-making.

Humana will notify the claimant of a favorable or adverse determination as soon as possible, taking into account the medical urgency particular to the claimant’s situation, but not later than 72 hours after receipt of the urgent care claim by this Plan.

However, if a claim is submitted that does not provide sufficient information to determine whether, or to what extent, expenses are covered or payable under this Plan, notice will be provided by Humana as soon as possible, but not more than 24 hours after receipt of the urgent care claim by this Plan. The notice will describe the specific information necessary to complete the claim.

- The claimant will have a reasonable amount of time, taking into account his or her circumstances, to provide the necessary information but not less than 48 hours.

- Humana will notify the claimant of this Plan’s urgent care claim determination as soon as possible, but in no event more than 48 hours after the earlier of:
  1. This Plan's receipt of the specified information; or
  2. The end of the period afforded the claimant to provide the specified additional information.
Concurrent Care Decisions

Humana will notify a claimant of a concurrent care decision that involves a reduction in or termination of benefits that have been pre-authorized. Humana will provide the notice sufficiently in advance of the reduction or termination to allow the claimant to appeal and obtain a determination on review of the adverse determination before the benefit is reduced or terminated.

A request by a claimant to extend a course of treatment beyond the period of time or number of treatments that is a claim involving urgent care will be decided by Humana as soon as possible, taking into account the medical urgency. Humana will notify a claimant of the benefit determination, whether adverse or not within 24 hours after receipt of the claim by this Plan, provided that the claim is submitted to this Plan at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

Post-Service Claims

Humana will notify the claimant of a favorable or adverse determination within a reasonable time, but not later than 30 days after receipt of the claim by this Plan.

However, this period may be extended by an additional 15 days if Humana determines that the extension is necessary due to matters beyond the control of this Plan. Humana will notify the affected claimant of the extension before the end of the initial 30-day period, the circumstances requiring the extension, and the date by which this Plan expects to make a decision.

If the reason for the extension is because of the claimant's failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The claimant will have at least 45 days from the date the notice is received to provide the specified information. Humana will make a decision no later than 15 days after the earlier of the date on which the information provided by the claimant is received by this Plan or the expiration of the time allowed for submission of the additional information.

TIMES FOR DECISIONS

The periods of time for claims decisions presented above begin when a claim is received by this Plan, in accordance with these claims procedures.

PAYMENT OF CLAIMS

Many health care providers will request an assignment of benefits as a matter of convenience to both provider and patient. Also as a matter of convenience, Humana will, in its sole discretion, assume that an assignment of benefits has been made to certain Network Providers. In those instances, Humana will make direct payment to the hospital, clinic or physician's office, unless Humana is advised in writing that you have already paid the bill. If you have paid the bill, please indicate on the original statement, "paid by employee," and send it directly to Humana. You will receive a written explanation of an adverse determination. Humana reserves the right to request any information required to determine benefits or process a claim. You or the provider of services will be contacted if additional information is needed to process your claim.
When an employee's child is subject to a medical child support order, Humana will make reimbursement of eligible expenses paid by you, the child, the child's non-employee custodial parent, or legal guardian, to that child or the child's custodial parent, or legal guardian, or as provided in the medical child support order.

Payment of benefits under this Plan will be made in accordance with an assignment of rights for you and your dependents as required under state Medicaid law.

Benefits payable on behalf of you or your covered dependent after death will be paid, at this Plan's option, to any family member(s) or your estate.

Humana will rely upon an affidavit to determine benefit payment, unless it receives written notice of valid claim before payment is made. The affidavit will release this Plan from further liability.

Any payment made by Humana in good faith will fully discharge it to the extent of such payment.

Payments due under this Plan will be paid upon receipt of written proof of loss.

INITIAL DENIAL NOTICES

Notice of a claim denial (including a partial denial) will be provided to claimants by mail, postage prepaid, or by e-mail, as appropriate, within the time frames noted above.

However, notices of adverse decisions involving urgent care claims may be provided to a claimant orally within the time frames noted above for expedited urgent care claim decisions. If oral notice is given, written notification will be provided to the claimant no later than 3 days after the oral notification.

A claims denial notice will state the specific reason or reasons for the adverse determination, the specific Plan provisions on which the determination is based, and a description of this Plan’s review procedures and associated timeline. The notice will also include a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.

The notice will describe this Plan’s review procedures and the time limits applicable to such procedures, including a statement of the claimant’s right to bring a civil action.

The notice will also disclose any internal Plan rule, protocol or similar criterion that was relied on to deny the claim. A copy of the rule, protocol or similar criterion relied upon will be provided to a claimant free of charge upon request.

If the adverse determination is based on medical necessity, experimental, investigational or for research purposes, or similar exclusion or limit, the notice will provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of this Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

In the case of an adverse decision of an urgent care claim, the notice will provide a description of this Plan’s expedited review procedures applicable to such claims.
APPEALS OF ADVERSE DETERMINATIONS

A claimant must appeal an adverse determination within 180 days after receiving written notice of the denial (or partial denial). With the exception of urgent care claims and concurrent care decisions, this Plan uses a two level appeals process for all adverse determinations. Humana will make the determination on the first level of appeal. If the claimant is dissatisfied with the decision on this first level of appeal, or if Humana fails to make a decision within the time frame indicated below, the claimant may appeal to the Plan Administrator. Urgent care claims and concurrent care decisions are subject to a single level appeal process only, with Humana making the determination.

A first level and second level appeal must be made by a claimant by means of written application, in person, or by mail (postage prepaid), addressed to:

Humana Grievance and Appeals
P.O. Box 14546
Lexington, KY 40512-4546

Appeals of denied claims will be conducted promptly, will not defer to the initial determination, and will not be made by the person who made the initial adverse claim determination or a subordinate of that person. The determination will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim.

A claimant may review relevant documents and may submit issues and comments in writing. A claimant on appeal may, upon request, discover the identity of medical or vocational experts whose advice was obtained on behalf of this Plan in connection with the adverse determination being appealed, as permitted under applicable law.

If the claims denial being appealed is based in whole, or in part, upon a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or for research purposes, or not medically necessary or appropriate, the person deciding the appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The consulting health care professional will not be the same person who decided the initial appeal or a subordinate of that person.

Time Periods for Decisions on Appeal -- First Level

Appeals of claims denials will be decided and notice of the decision provided as follows:

<table>
<thead>
<tr>
<th>Urgent Care Claims</th>
<th>As soon as possible, but not later than 72 hours after Humana receives the appeal request. If oral notification is given, written notification will follow in hard copy or electronic format within the next 3 days.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Service Claims</td>
<td>Within a reasonable period, but not later than 15 days after Humana receives the appeal request.</td>
</tr>
</tbody>
</table>
Post-Service Claims | Within a reasonable period, but no later than 30 days after Humana receives the appeal request.
---|---
Concurrent Care Decisions | Within the time periods specified above, depending upon the type of claim involved.

### Time Periods for Decisions on Appeal — Second Level

Appeals of claims denials will be decided and notice of the decision provided as follows:

<table>
<thead>
<tr>
<th>Pre-Service Claims</th>
<th>Within a reasonable period, but not later than 15 days after Humana receives the appeal request.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post-Service Claims</td>
<td>Within a reasonable period, but no later than 30 days after Humana receives the appeal request.</td>
</tr>
</tbody>
</table>

### APPEAL DENIAL NOTICES

Notice of a benefit determination on appeal will be provided to claimants by mail, postage prepaid, or by e-mail, as appropriate, within the time frames noted above.

A notice that a claim appeal has been denied will convey the specific reason or reasons for the adverse determination and the specific Plan provisions on which the determination is based.

The notice will also disclose any internal Plan rule, protocol or similar criterion that was relied on to deny the claim. A copy of the rule, protocol or similar criterion relied upon will be provided to a claimant free of charge upon request.

If the adverse determination is based on medical necessity, experimental, investigational, or for research purposes or similar exclusion or limit, the notice will provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of this Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

In the event of a denial of an appealed claim, the claimant on appeal will be entitled to receive, upon request and without charge, reasonable access to and copies of any document, record or other information:

1. Relied on in making the determination;
2. Submitted, considered or generated in the course of making the benefit determination;
3. That demonstrates compliance with the administrative processes and safeguards required with respect to such determinations;
4. That constitutes a statement of policy or guidance with respect to this Plan concerning the denied treatment, without regard to whether the statement was relied on.

RIGHT TO REQUIRE MEDICAL EXAMINATIONS

This Plan has the right to require that a medical examination be performed on any claimant for whom a claim is pending as often as may be reasonably required. If this Plan requires a medical examination, it will be performed at this Plan’s expense. This Plan also has a right to request an autopsy in the case of death, if state law so allows.

EXHAUSTION

Upon completion of the appeals process under this section, a claimant will have exhausted his or her administrative remedies under this Plan. If Humana fails to complete a claim determination or appeal within the time limits set forth above, the claimant may treat the claim or appeal as having been denied, and the claimant may proceed to the next level in the review process. After exhaustion, a claimant may pursue any other legal remedies available to him or her which may include bringing a civil action. Additional information may be available from a local U.S. Department of Labor Office.

LEGAL ACTIONS AND LIMITATIONS

No action at law or inequity may be brought with respect to Plan benefits until all remedies under this Plan have been exhausted and then prior to the expiration of the applicable limitations period under applicable law.
SECTION 3

ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE
OPEN ENROLLMENT

Once annually you will have a choice of enrolling yourself and your eligible dependents in this Plan. You will be notified in advance when the Open Enrollment Period is to begin and how long it will last. If you decline coverage for yourself or your dependents at the time you are initially eligible for coverage, you will be able to enroll yourself and/or eligible dependents during the Open Enrollment Period. Your coverage if you are age 19 or older, will be subject to the pre-existing condition limitation.

EMPLOYEE ELIGIBILITY

You are eligible for coverage if the following conditions are met:

1. You are an employee who meets the eligibility requirements of the employer; and
2. You are in active status.

Your eligibility date is the first of the month following your date of hire.

EMPLOYEE EFFECTIVE DATE OF COVERAGE

You must enroll in a manner acceptable to Humana.

1. If your completed enrollment is received by Humana before your eligibility date or within 31 days after your eligibility date, your coverage is effective on your eligibility date;
2. If your completed enrollment is received by Humana more than 31 days after your eligibility date, you are a late applicant. You will not be eligible for coverage under this Plan until the next annual Open Enrollment Period. Your coverage will be subject to the pre-existing condition limitation as defined within the Definitions section, if you are age 19 or older. Your coverage will be effective the first of the month following receipt of your completed enrollment.

EMPLOYEE DELAYED EFFECTIVE DATE

If the employee is not in active status on the effective date of coverage, coverage will be effective the day the employee returns to active status. The employer must notify Humana in writing of the employee's return to active status.

DEPENDENT ELIGIBILITY

Each dependent is eligible for coverage on:

1. The date the employee is eligible for coverage, if he or she has dependents who may be covered on that date; or
2. The date of the employee's marriage for any dependent acquired on that date; or
3. The date of birth of the employee's natural-born child; or
4. The date a child is placed for adoption under the employee's legal guardianship, or the date which the employee incurs a legal obligation for total or partial support in anticipation of adoption; or
5. The date a covered employee's child is determined to be eligible as an alternate recipient under the terms of a medical child support order.

Late enrollment will result in denial of dependent coverage until the next annual Open Enrollment Period Your dependents' coverage being subject to the pre-existing condition limitation as defined within the Definitions section, if the dependent is age 19 or older.

No person may be simultaneously covered as both an employee and a dependent. If both parents are eligible for coverage, only one may enroll for dependent coverage.

DEPENDENT EFFECTIVE DATE OF COVERAGE - WHEN A CHANGE IN THE EMPLOYEE’S LEVEL OF COVERAGE IS NOT REQUIRED:

If the employee wishes to add a dependent to this Plan and a change in the employee’s level of coverage is not required, the dependent’s effective date of coverage is determined as follows:

1. If the completed enrollment is received by Humana before the dependent’s eligibility date or within 31 days after the dependent’s eligibility date, that dependent is covered on the date he or she is eligible.

2. If the completed enrollment is received by Humana more than 31 days after the dependent’s eligibility date, the dependent is a late applicant. The dependent will not be eligible for coverage under this Plan until the next annual Open Enrollment Period. The dependent’s coverage will be subject to the pre-existing condition limitation as defined within the Definitions section, if the dependent is age 19 or older. The dependent’s coverage will be effective the first of the month following receipt of the dependent’s completed enrollment.

No dependent's effective date will be prior to the covered employee's effective date of coverage. If your dependent child becomes an eligible employee of the employer, he or she cannot be covered both as your dependent and as an eligible employee.

A dependent child who becomes eligible for other group coverage through any employment is no longer eligible for coverage under this Plan.

DEPENDENT EFFECTIVE DATE OF COVERAGE - WHEN A CHANGE IN THE EMPLOYEE’S LEVEL OF COVERAGE IS REQUIRED:

If the employee wishes to add a dependent to this Plan and a change in the employee’s level of coverage is required, enrollment must be completed and submitted to Humana.

The dependent’s effective date of coverage is determined as follows:

1. If the completed enrollment is received by Humana before the dependent’s eligibility date or within 31 days after the dependent’s eligibility date, that dependent is covered on the date he or she is eligible.

2. If the completed enrollment is received by Humana more than 31 days after the dependent’s eligibility date, the dependent is a late applicant. The dependent will not be eligible for coverage under this Plan until the next annual Open Enrollment Period. The dependent’s coverage will be subject to the pre-existing condition limitation as defined within the Definitions section, if the dependent is age 19 or older. The dependent’s coverage will be effective the first of the month following receipt of the dependent’s completed enrollment.
No dependent's effective date will be prior to the covered employee's effective date of coverage. If your dependent child becomes an eligible employee of the employer, he or she cannot be covered both as your dependent and as an eligible employee.

A dependent child who becomes eligible for other group coverage through any employment is no longer eligible for coverage under this Plan.

**MEDICAL CHILD SUPPORT ORDERS**

An individual who is a child of a covered employee shall be enrolled for coverage under this Plan in accordance with the direction of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

A QMCSO is a state court order or judgment, including approval of a settlement agreement that: (a) provides for support of a covered employee’s child; (b) provides for health care coverage for that child; (c) is made under state domestic relations law (including a community property law); (d) relates to benefits under this Plan; and (e) is “qualified” in that it meets the technical requirements of applicable law. QMCSO also means a state court order or judgment that enforces a state Medicaid law regarding medical child support required by Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993).

An NMSN is a notice issued by an appropriate agency of a state or local government that is similar to a QMCSO that requires coverage under this Plan for the dependent child of a non-custodial parent who is (or will become) a covered person by a domestic relations order that provides for health care coverage.

Procedures for determining the qualified status of medical child support orders are available at no cost upon request from the Plan Administrator.

**PRE-EXISTING CONDITION LIMITATION**

Benefits for pre-existing conditions are limited under this Plan. Pre-existing condition is defined in the Definitions section.

Once you or your dependents obtain health plan coverage, you are entitled to use evidence of that coverage to reduce or eliminate any pre-existing condition limitation period that might otherwise be imposed when you become covered under a subsequent health plan. Evidence may include a certificate of prior creditable coverage. The length of any pre-existing condition limitation period under the subsequent health plan must be reduced by the number of days of creditable coverage.

Prior to imposing a pre-existing condition limitation, Humana will:

1. Notify you in writing of the existence and terms of any pre-existing condition limitation;
2. Notify you of your right to request a certificate of creditable coverage from any applicable prior plans;
3. Notify you of your right to submit evidence of creditable coverage to Humana to reduce the length of any pre-existing condition limitation; and
4. Offer to request a certificate of prior creditable coverage on your behalf.
If, after receiving evidence of **creditable coverage**, Humana determines the **creditable coverage** is not sufficient to completely offset this Plan's **pre-existing condition** limitation period, Humana will:

1. Notify you in writing of its determination;

2. Notify you of the source and substance of any information on which it relied; and

3. Provide an explanation of appeal procedures and allow a reasonable opportunity to submit additional evidence of **creditable coverage**.

Humana may modify an initial determination of **creditable coverage** if it determines the individual did not have the claimed **creditable coverage**, provided Humana:

1. Notifies you of such reconsideration in writing disclosing its determination;

2. Notifies you with the source and substance of any information on which it relied; and

3. Provides an explanation of appeal procedures and allows a reasonable opportunity to submit additional evidence of **creditable coverage**.

Alternate means of providing evidence of **creditable coverage** may include an explanation of benefits, correspondence from a plan, pay stubs showing a payroll deduction of premium for health plan coverage, third party statements verifying period(s) of coverage, information obtained by telephone, and any other relevant document providing evidence of period(s) of health coverage.

**SPECIAL PROVISIONS FOR NOT BEING IN ACTIVE STATUS**

If your employer continues to pay required contributions and does not terminate the Plan, your coverage will remain in force for a period of time as determined by your employer for a layoff, during an approved medical leave of absence, during a period of **total disability**, during an approved non-medical leave of absence, during an approved military leave of absence or during part-time status.

**REINSTATMENT OF COVERAGE FOLLOWING INACTIVE STATUS**

If your coverage under this Plan was terminated after a period of layoff, **total disability**, approved medical leave of absence, approved non-medical leave of absence, approved military leave of absence (other than USERRA) during part-time status, and you are now returning to work, your coverage is effective as determined by your employer.

The eligibility period requirement with respect to the reinstatement of your coverage will be determined by your employer.

The **pre-existing condition** limitation will be determined by your employer.

If your coverage under the Plan was terminated due to a period of service in the uniformed services covered under the Uniformed Services Employment and Reemployment Rights Act of 1994, your coverage is effective immediately on the day you return to work. Eligibility waiting periods and **pre-existing condition** limitations will be imposed only to the extent they were applicable prior to the period of service in the uniformed services.
FAMILY AND MEDICAL LEAVE ACT (FMLA)

If you are granted a leave of absence (Leave) by the employer as required by the Federal Family and Medical Leave Act, you may continue to be covered under this Plan for the duration of the Leave under the same conditions as other employees who are in active status and covered by this Plan. If you choose to terminate coverage during the Leave, or if coverage terminates as a result of nonpayment of any required contribution, coverage may be reinstated on the date you return to active status immediately following the end of the Leave. Charges incurred after the date of reinstatement will be paid as if you had been continuously covered.

SPECIAL ENROLLMENT

If you previously declined coverage under this Plan for yourself or any eligible dependents, due to the existence of other health coverage (including COBRA), and that coverage is now lost, this Plan permits you, your dependent spouse, and any eligible dependents to be enrolled for medical benefits under this Plan due to any of the following qualifying events:

1. Loss of eligibility for the coverage due to any of the following:
   a. Legal separation;
   b. Divorce;
   c. Cessation of dependent status (such as attaining the limiting age);
   d. Death;
   e. Termination of employment;
   f. Reduction in the number of hours of employment;
   g. Meeting or exceeding a lifetime limit on all benefits;
   h. Plan no longer offering benefits to a class of similarly situated individuals, which includes the employee;
   i. Any loss of eligibility after a period that is measured by reference to any of the foregoing.

   However, loss of eligibility does not include a loss due to failure of the individual or the participant to pay premiums on a timely basis or termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan).

2. Employer contributions towards the other coverage have been terminated. Employer contributions include contributions by any current or former employer (of the individual or another person) that was contributing to coverage for the individual.

3. COBRA coverage under the other plan has since been exhausted.

The previously listed qualifying events apply only if you stated in writing at the previous enrollment the other health coverage was the reason for declining enrollment, but only if your employer requires a written waiver of coverage which includes a warning of the penalties imposed on late enrollees.

If you are a covered employee or an otherwise eligible employee, who either did not enroll or did not enroll dependents when eligible, you now have the opportunity to enroll yourself and/or any previously eligible dependents or any newly acquired dependents when due to any of the following changes:

1. Marriage;

2. Birth;
3. Adoption or placement for adoption;

4. Loss of eligibility due to termination of Medicaid or State Children’s Health Insurance Program (SCHIP) coverage; or

5. Eligibility for premium assistance subsidy under Medicaid or SCHIP.

You may elect coverage under this Plan and will be considered a timely applicant provided completed enrollment is received within 31 days from the qualifying event or 60 days from such event as identified in #4 and #5 above. You MUST provide proof that the qualifying event has occurred due to one of the reasons listed before coverage under this Plan will be effective. Coverage under this Plan will be effective the first of the month following the date of the qualifying event, unless otherwise specified in this section.

In the case of a dependent's birth, enrollment is effective on the date of such birth.

In the case of a dependent's adoption or placement for adoption, enrollment is effective on the date of such adoption or placement for adoption.

If you become eligible for coverage under this Plan through the special enrollment provision, benefits under this Plan will be subject to the pre-existing condition limitation as defined within the Definitions section, if you are age 19 or older.

If you apply more than 31 days after a qualifying event or 60 days from such event as identified in #4 and #5 above, you are considered a late applicant. You will not be eligible for coverage under this Plan until the next annual Open Enrollment Period. Your coverage will be subject to the pre-existing condition limitation as defined within the Definitions section, if you are age 19 or older.

Please see your employer for more details.
TERMINATION OF COVERAGE

Coverage terminates on the earliest of the following:

1. The date this Plan terminates;
2. The end of the period for which any required contribution was due and not paid;
3. The end of the calendar month you enter full-time military, naval or air service, except coverage may continue during an approved military leave of absence as indicated in the Special Provisions For Not Being in Active Status provision;
4. The end of the calendar month you fail to be in an eligible class of persons according to the eligibility requirements of the employer;
5. For all employees, the end of the calendar month in which you terminate employment with your employer;
6. For all employees, the end of the calendar month you retire;
7. The end of the calendar month you request termination of coverage to be effective for yourself;
8. For any benefit, the date the benefit is removed from this Plan;
9. For your dependents, the date your coverage terminates; or
10. For a dependent, end of the calendar month such covered person no longer meets the definition of dependent.

If you or any of your covered dependents no longer meet the eligibility requirements, you and your employer are responsible for notifying Humana of the change in status. Coverage will not continue beyond the last date of eligibility even if notice has not been given to Humana.
SECTION 4
GENERAL PROVISIONS AND REIMBURSEMENT/SUBROGATION
GENERAL PROVISIONS

The following provisions are to protect your legal rights and the legal rights of this Plan.

PLAN ADMINISTRATION

The Plan Sponsor has established and continues to maintain this Plan for the benefit of its employees and their eligible dependents as provided in this document.

Benefits under this Plan are provided on a self-insured basis, which means that payment for benefits is ultimately the sole financial responsibility of the Plan Sponsor. Certain administrative services with respect to this Plan, such as claims processing, are provided under a services agreement. Humana is not responsible, nor will it assume responsibility, for benefits payable under this Plan.

Any changes to this Plan, as presented in this Reference Document, must be properly adopted by the Plan Sponsor, and material modifications must be timely disclosed in writing and included in or attached to this document. A verbal modification of this Plan or promise having the same effect made by any person will not be binding with respect to this Plan.

RESCISSON

This Plan will rescind coverage only due to fraud or an intentional misrepresentation of a material fact. Rescission is a cancellation or discontinuance of coverage that has a retroactive effect. A cancellation or discontinuance is not a rescission if the cancellation or discontinuance of coverage has only a prospective effect, or the cancellation or discontinuance of coverage is effective retroactively, to the extent it is attributable to a failure to timely pay premium or costs of coverage.

CONTESTABILITY

This Plan has the right to contest the validity of your coverage under the Plan at any time.

RIGHT TO REQUEST OVERPAYMENTS

This Plan reserves the right to recover any payments made by this Plan that were:

1. Made in error; or

2. Made to you or any party on your behalf where this Plan determines the payment to you or any party is greater than the amount payable under this Plan.

This Plan has the right to recover against you if this Plan has paid you or any other party on your behalf.

WORKERS' COMPENSATION NOT AFFECTED

This Plan is not issued in lieu of, nor does it affect any requirement for coverage by any Workers' Compensation or Occupational Disease Act or Law.

WORKERS' COMPENSATION

If benefits are paid by this Plan and this Plan determines you received Workers' Compensation for the same incident, this Plan has the right to recover as described under the Reimbursement/Subrogation provision. This Plan will exercise its right to recover against you even though:
1. The Workers' Compensation benefits are in dispute or are made by means of settlement or compromise;

2. No final determination is made that bodily injury or sickness was sustained in the course of, or resulted from, your employment;

3. The amount of Workers' Compensation due to medical or health care is not agreed upon or defined by you or the Workers' Compensation carrier;

4. The medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

You hereby agree that, in consideration for the coverage provided by this Plan, you will notify Humana of any Workers' Compensation claim you make, and that you agree to reimburse this Plan as described above.

MEDICAID

This Plan will not take into account the fact that an employee or dependent is eligible for medical assistance or Medicaid under state law with respect to enrollment, determining eligibility for benefits, or paying claims.

If payment for Medicaid benefits has been made under a state Medicaid plan for which payment would otherwise be due under this Plan, payment of benefits under this Plan will be made in accordance with a state law which provides that the state has acquired the rights with respect to a covered employee to the benefits payment.

CONSTRUCTION OF PLAN TERMS

This Plan has the sole right to construe and prescribe the meaning, scope and application of each and all of the terms of this Plan, including, without limitation, the benefits provided thereunder, the obligations of the beneficiary and the recovery rights of this Plan; such construction and prescription by this Plan shall be final and uncontestable.
The *beneficiary* agrees that by accepting and in return for the payment of *covered expenses* by this Plan in accordance with the terms of this Plan:

1. This Plan shall be repaid the full amount of the *covered expenses* it pays from any amount received from others for the *bodily injuries* or losses which necessitated such *covered expenses*. Without limitation, "amounts received from others" specifically includes, but is not limited to, liability insurance, worker's compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile med-pay payments or recovery from any identifiable fund regardless of whether the *beneficiary* was made whole.

2. This Plan's right to repayment is, and shall be, prior and superior to the right of any other person or entity, including the *beneficiary*.

3. The right to recover amounts from others for the injuries or losses which necessitate *covered expenses* is jointly owned by this Plan and the *beneficiary*. This Plan is subrogated to the *beneficiary*'s rights to that extent. Regardless of who pursues those rights, the funds recovered shall be used to reimburse this Plan as prescribed above; this Plan has no obligation to pursue the rights for an amount greater than the amount that it has paid, or may pay in the future. The rights to which this Plan is subrogated are, and shall be, prior and superior to the rights of any other person or entity, including the *beneficiary*.

4. The *beneficiary* will cooperate with this Plan in any effort to recover from others for the *bodily injuries* and losses which necessitate *covered expense* payments by this Plan. The *beneficiary* will notify this Plan immediately of any claim asserted and any settlement entered into, and will do nothing at any time to prejudice the rights and interests of this Plan. Neither this Plan nor the *beneficiary* shall be entitled to costs or attorney fees from the other for the prosecution of the claim.

**RIGHT TO COLLECT NEEDED INFORMATION**

*You* must cooperate with Humana and when asked, assist Humana by:

- Authorizing the release of medical information including the names of all providers from whom *you* received medical attention;
- Obtaining medical information and/or records from any provider as requested by Humana;
- Providing information regarding the circumstances of *your sickness* or *bodily injury*;
- Providing information about other insurance coverage and benefits, including information related to any *bodily injury* or *sickness* for which another party may be liable to pay compensation or benefits; and
- Providing information Humana requests to administer this Plan.

Failure to provide the necessary information will result in denial of any pending or subsequent claims, pertaining to a *bodily injury* or *sickness* for which the information is sought, until the necessary information is satisfactorily provided.
DUTY TO COOPERATE IN GOOD FAITH

You are obliged to cooperate with Humana in order to protect this Plan’s recovery rights. Cooperation includes promptly notifying Humana that you may have a claim, providing Humana relevant information, and signing and delivering such documents as Humana reasonably request to secure this Plan’s recovery rights. You agree to obtain this Plan’s consent before releasing any party from liability for payment of medical expenses. You agree to provide Humana with a copy of any summons, complaint or any other process serviced in any lawsuit in which you seek to recover compensation for your bodily injury or sickness and its treatment.

You will do whatever is necessary to enable Humana to enforce this Plan’s recovery rights and will do nothing after loss to prejudice this Plan’s recovery rights.

You agree that you will not attempt to avoid this Plan’s recovery rights by designating all (or any disproportionate part) of any recovery as exclusively for pain and suffering.

Failure of the covered person to provide Humana such notice or cooperation, or any action by the covered person resulting in prejudice to this Plan’s rights will be a material breach of this Plan and will result in the covered person being personally responsible to make repayment. In such an event, this Plan may deduct from any pending or subsequent claim made under this Plan any amounts the covered person owes this Plan until such time as cooperation is provided and the prejudice ceases.
SECTION 5
NOTICES
IMPORTANT NOTICES FOR EMPLOYEES AND SPOUSES AGE 65 AND OVER

Federal law may affect your coverage under this Plan. The Medicare as Secondary Payer rules were enacted by an amendment to the Social Security Act. Also, additional rules which specifically affect how a large group health plan provides coverage to employees (or their spouses) over age 65 were added to the Social Security Act and to the Internal Revenue Code.

Generally, the health care plan of an employer that has at least 20 employees must operate in compliance with these rules in providing plan coverage to plan participants who have "current employment status" and are Medicare beneficiaries, age 65 and over.

Persons who have "current employment status" with an employer are generally employees who are actively working and also persons who are NOT actively working as follows:

- Individuals receiving disability benefits from an employer for up to 6 months; or
- Individuals who retain employment rights and have not been terminated by the employer and for whom the employer continues to provide coverage under this Plan. (For example, employees who are on an approved leave of absence).

If you are a person with "current employment status" who is age 65 and over (or the dependent spouse age 65 and over of an employee of any age), your coverage under this Plan will be provided on the same terms and conditions as are applicable to employees (or dependent spouses) who are under the age of 65. Your rights under this Plan do not change because you (or your dependent spouse) are eligible for Medicare coverage on the basis of age, as long as you have "current employment status" with your employer.

You have the option to reject plan coverage offered by your employer, as does any eligible employee. If you reject coverage under your employer's Plan, coverage is terminated and your employer is not permitted to offer you coverage that supplements Medicare covered services.

If you (or your dependent spouse) obtain Medicare coverage on the basis of age, and not due to disability or end-stage renal disease, this Plan will consider its coverage to be primary to Medicare when you have elected coverage under this Plan and have "current employment status".

If you have any questions about how coverage under this Plan relates to Medicare coverage, please contact your employer.
This Plan is required by law to maintain the privacy of your protected health information in all forms including written, oral and electronically maintained, stored and transmitted information and to provide individuals with notice of this Plan’s legal duties and privacy practices with respect to protected health information.

This Plan has policies and procedures specifically designed to protect your health information when it is in electronic format. This includes administrative, physical and technical safeguards to ensure that your health information cannot be inappropriately accessed while it is stored and transmitted to Humana and others that support this Plan.

In order for this Plan to operate, it may be necessary from time to time for health care professionals, the Plan Administrator, individuals who perform Plan-related functions under the auspices of the Plan Administrator, Humana and other service providers that have been engaged to assist this Plan in discharging its obligations with respect to delivery of benefits, to have access to what is referred to as protected health information.

A covered person will be deemed to have consented to use of protected health information about him or her for the sole purpose of health care operations by virtue of enrollment in this Plan. This Plan must obtain authorization from a covered person to use protected health information for any other purpose.

Individually identifiable health information will only be used or disclosed for purposes of Plan operation or benefits delivery. In that regard, only the minimum necessary disclosure will be allowed. The Plan Administrator, Humana, and other entities given access to protected health information, as permitted by applicable law, will safeguard protected health information to ensure that the information is not improperly disclosed.

Disclosure of protected health information is improper if it is not allowed by law or if it is made for any purpose other than Plan operation or benefits delivery without authorization. Disclosure for Plan purposes to persons authorized to receive protected health information may be proper, so long as the disclosure is allowed by law and appropriate under the circumstances. Improper disclosure includes disclosure to the employer for employment purposes, employee representatives, consultants, attorneys, relatives, etc. who have not executed appropriate agreements effective to authorize such disclosure.

Humana will afford access to protected health information in its possession only as necessary to discharge its obligations as a service provider, within the restrictions noted above. Information received by Humana is information received on behalf of this Plan.

Humana will afford access to protected health information as reasonably directed in writing by the Plan Administrator, which shall only be made with due regard for confidentiality. In that regard, Humana has been directed that disclosure of protected health information may be made to the person(s) identified by the Plan Administrator.

Individuals who have access to protected health information in connection with their performance of Plan-related functions under the auspices of the Plan Administrator will be trained in these privacy policies and relevant procedures prior to being granted any access to protected health information. Humana and other Plan service providers will be required to safeguard protected health information against improper disclosure through contractual arrangements.
In addition, you should know that the employer/Plan Sponsor may legally have access, on an as-needed basis, to limited health information for the purpose of determining Plan costs, contributions, Plan design, and whether Plan modifications are warranted. In addition, federal regulators such as the Department of Health and Human Services and the Department of Labor may legally require access to protected health information to police federal legal requirements about privacy.

Covered persons may have access to protected health information about them that is in the possession of this Plan, and they may make changes to correct errors. Covered persons are also entitled to an accounting of all disclosures that may be made by any person who acquires access to protected health information concerning them and uses it other than for Plan operation or benefits delivery. In this regard, please contact the Plan Administrator.

Covered persons are urged to contact the originating health care professional with respect to medical information that may have been acquired from them, as those items of information are relevant to medical care and treatment. And finally, covered persons may consent to disclosure of protected health information, as they please.
CONTINUATION OF MEDICAL BENEFITS

THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1986 (COBRA)

CONTINUATION OF BENEFITS

On April 7, 1986, the Consolidated Omnibus Budget Reconciliation Act (COBRA) was signed into law. This federal law applies to employers with 20 or more employees. The law requires that employers offer employees and/or their dependents continuation of medical coverage at group rates in certain instances where there is a loss of group insurance coverage.

ELIGIBILITY

A qualified beneficiary under COBRA law means an employee, employee's spouse or dependent child covered by this Plan on the day before a qualifying event. A qualified beneficiary under COBRA law also includes a child born to the employee during the coverage period or a child placed for adoption with the employee during the coverage period.

EMPLOYEE: An employee covered by the employer's Plan has the right to elect continuation coverage if coverage is lost due to one of the following qualifying events:

- Termination (for reasons other than gross misconduct, as defined by your employer) of the employee's employment or reduction in the hours of employee's employment; or
- Termination of retiree coverage when the former employer discontinues retiree coverage within one year before or one year after filing for Chapter 11 bankruptcy.

SPOUSE: A spouse covered by the employer's Plan has the right to elect continuation coverage if the group coverage is lost due to one of the following qualifying events:

- The death of the employee;
- Termination of the employee's employment (for reasons other than gross misconduct, as defined by your employer) or reduction of the employee's hours of employment with the employer;
- Divorce or legal separation from the employee;
- The employee becomes entitled to Medicare benefits; or
- Termination of a retiree spouse's coverage when the former employer discontinues retiree coverage within one year before or one year after filing for Chapter 11 bankruptcy.

DEPENDENT CHILD: A dependent child covered by the employer's Plan has the right to continuation coverage if group coverage is lost due to one of the following qualifying events:

- The death of the employee parent;
- The termination of the employee parent's employment (for reasons other than gross misconduct, as defined by your employer) or reduction in the employee parent's hours of employment with the employer;
- The employee parent's divorce or legal separation;
CONTINUATION OF MEDICAL BENEFITS (continued)

- Ceasing to be a "dependent child" under this Plan;
- The employee parent becomes entitled to Medicare benefits; or
- Termination of the retiree parent's coverage when the former employer discontinues retiree coverage within one year before or one year after filing for Chapter 11 bankruptcy.

LOSS OF COVERAGE

Coverage is lost in connection with the foregoing qualified events, when a covered employee, spouse or dependent child ceases to be covered under the same Plan terms and conditions as in effect immediately before the qualifying event (such as an increase in the premium or contribution that must be paid for employee, spouse or dependent child coverage).

If coverage is reduced or eliminated in anticipation of an event (for example, an employer eliminating an employee's coverage in anticipation of the termination of the employee's employment, or an employee eliminating the coverage of the employee's spouse in anticipation of a divorce or legal separation), the reduction or elimination is disregarded in determining whether the event causes a loss of coverage.

A loss of coverage need not occur immediately after the event, so long as it occurs before the end of the Maximum Coverage Period.

NOTICES AND ELECTION

This Plan provides that coverage terminates for a spouse due to legal separation or divorce or for a child when that child loses dependent status. Under the law, the employee or qualified beneficiary has the responsibility to inform the Plan Administrator (see Plan Description Information) if one of the above events has occurred. The qualified beneficiary must give this notice within 60 days after the event occurs. (For example, an ex-spouse should make sure that the Plan Administrator is notified of his or her divorce, whether or not his or her coverage was reduced or eliminated in anticipation of the event). When the Plan Administrator is notified that one of these events has happened, it is the Plan Administrator's responsibility to notify the COBRA Service Provider, who will in turn notify the qualified beneficiary of the right to elect continuation coverage.

For a qualified beneficiary who is determined under the Social Security Act to be disabled at any time during the first 60 days of COBRA coverage, the continuation coverage period may be extended 11 additional months. The disability that extends the 18-month coverage period must be determined under Title II (Old Age, Survivors, and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act. To be entitled to the extended coverage period, the disabled qualified beneficiary must provide notice to the COBRA Service Provider and Plan Administrator within the initial 18 month coverage period and within 60 days after the date of the determination of disability under the Social Security Act. Failure to provide this notice will result in the loss of the right to extend the COBRA continuation period.

For termination of employment, reduction in work hours, the death of the employee, the employee becoming covered by Medicare or loss of retiree benefits due to bankruptcy, it is the Plan Administrator's responsibility to notify the COBRA Service Provider, who will in turn notify the qualified beneficiary of the right to elect continuation coverage.

Under the law, continuation coverage must be elected within 60 days after Plan coverage ends, or if later, 60 days after the date of the notice of the right to elect continuation coverage. If continuation coverage is not elected within the 60 day period, the right to elect coverage under this Plan will end.
A covered employee or the spouse of the covered employee may elect continuation coverage for all covered dependents, even if the covered employee or spouse of the covered employee or all covered dependents are covered under another group health plan (as an employee or otherwise) prior to the election. The covered employee, his or her spouse and dependent child, however, each have an independent right to elect continuation coverage. Thus a spouse or dependent child may elect continuation coverage even if the covered employee does not elect it.

Coverage will not be provided during the election period. However, if the individual makes a timely election, coverage will be provided from the date that coverage would otherwise have been lost. If coverage is waived before the end of the 60 day election period and the waiver revoked before the end of the 60 day election period, coverage will be effective on the date the election of coverage is sent to the COBRA Service Provider or Plan Administrator.

On August 6, 2002, The Trade Act of 2002 (TAA), was signed into law. Workers whose employment is adversely affected by international trade (increased import or shift in production to another country) may become eligible to receive TAA. TAA provides a second 60-day COBRA election period for those who become eligible for assistance under TAA. Pursuant to the Trade Act of 1974, an individual who is either an eligible TAA recipient or an eligible alternative TAA recipient and who did not elect continuation coverage during the 60-day COBRA election period that was a direct consequence of the TAA-related loss of coverage, may elect continuation coverage during a 60-day period that begins on the first day of the month in which he or she is determined to be TAA-eligible individual, provided such election is made not later than 6 months after the date of the TAA-related loss of coverage. Any continuation coverage elected during the second election period will begin with the first day of the second election period and not on the date on which coverage originally lapsed.

TAA created a new tax credit for certain individuals who became eligible for trade adjustment assistance (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Care Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282.

The Plan Administrator shall require documentation evidencing eligibility of TAA benefits. The Plan need not require every available document to establish evidence of TAA. The burden for evidencing TAA eligibility is that of the individual applying for coverage under this Plan.

MAXIMUM COVERAGE PERIOD

Coverage may continue up to:

- 18 months for an employee and/or dependent whose group coverage ended due to termination of the employee's employment or reduction in hours of employment;

- 36 months for a spouse whose coverage ended due to the death of the employee or retiree, divorce, or the employee becoming entitled to Medicare at the time of the initial qualifying event;

- 36 months for a dependent child whose coverage ended due to the divorce of the employee parent, the employee becoming entitled to Medicare at the time of the initial qualifying event, the death of the employee, or the child ceasing to be a dependent under this Plan;

- For the retiree, until the date of death of the retiree who is on continuation due to loss of coverage within one year before or one year after the employer filed Chapter 11 bankruptcy.
CONTINUATION OF MEDICAL BENEFITS (continued)

DISABILITY

An 11-month extension of coverage may be available if any of the qualified beneficiaries are determined by the Social Security Administration (SSA) to be disabled. The disability has to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. The qualified beneficiary must provide notice of such determination prior to the end of the initial 18-month continuation period to be entitled to the additional 11 months of coverage. Each qualified beneficiary who has elected continuation coverage will be entitled to the 11-month disability extension if one of them qualifies. If a qualified beneficiary is determined by SSA to no longer be disabled, you must notify this Plan of that fact within 30 days after SSA’s determination.

SECOND QUALIFYING EVENT

An 18-month extension of coverage will be available to spouses and dependent children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is 36 months. Such second qualifying event may include the death of a covered employee, divorce or separation from the covered employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), or a dependent child’s ceasing to be eligible for coverage as a dependent under this Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under this Plan if the first qualifying event had not occurred. You must notify this Plan within 60 days after the second qualifying event occurs if you want to extend your continuation coverage.

TERMINATION BEFORE THE END OF MAXIMUM COVERAGE PERIOD

Continuation coverage will terminate before the end of the maximum coverage period for any of the following reasons:

- The employer no longer provides group health coverage to any of its employees;
- The premium for continuation is not paid timely;
- The individual on continuation becomes covered under another group health plan (as an employee or otherwise); however, if the new plan coverage contains any exclusion or limitation with respect to any pre-existing condition, then continuation coverage will end for this reason only after the exclusion or limitation no longer applies or prior creditable coverage satisfies the exclusion or limitation;

NOTE: The federal Health Insurance Portability and Accountability Act of 1996 requires portability of health care coverage effective for plan years beginning after June 30, 1997, an exclusion or limitation under the other group health plan may not apply to all to the qualified beneficiary, depending on the length of his or her prior creditable coverage. Portability means once you obtain health insurance, you will be able to use evidence of that insurance to reduce or eliminate any pre-existing medical condition limitation period (under certain circumstances) when you move from one health plan to another.

- The individual on continuation becomes entitled to Medicare benefits;
• If there is a final determination under Title II or XVI of the Social Security Act that an individual is no longer disabled; however, continuation coverage will not end until the month that begins more than 30 days after the determination;

• The occurrence of any event (e.g. submission of a fraudulent claim) permitting termination of coverage for cause under this Plan.

**TYPE OF COVERAGE; PREMIUM PAYMENT**

If continuation coverage is elected, the coverage must be identical to the coverage provided under the employer's Plan to similarly situated non-COBRA beneficiaries. This means that if the coverage for similarly situated non-COBRA beneficiaries is modified, coverage for the individual on continuation will be modified.

The initial premium payment for continuation coverage is due by the 45th day after coverage is elected. The initial premium includes charges back to the date the continuation coverage began. All other premiums are due on the first of the month for which the premium is paid, subject to a 31 day grace period. The employer or COBRA Service Provider must provide the individual with a quote of the total monthly premium.

Premium for continuation coverage may be increased, however, the premium may not be increased more than once in any determination period. The determination period is a 12 month period which is established by this Plan.

The monthly premium payment to this Plan for continuing coverage must be submitted directly to the employer or COBRA Service Provider. This monthly premium may include the employee's share and any portion previously paid by the employer. The monthly premium must be a reasonable estimate of the cost of providing coverage under this Plan for similarly situated non-COBRA beneficiaries. The premium for COBRA continuation coverage may include a 2% administration charge. However, for qualified beneficiaries who are receiving up to 11 months additional coverage (beyond the first 18 months) due to disability extension (and not a second qualifying event), the premium for COBRA continuation coverage may be up to 150% of the applicable premium for the additional months. Qualified beneficiaries who do not take the additional 11 months of special coverage will pay up to 102% of the premium cost.

**OTHER INFORMATION**

Additional information regarding rights and obligations under this Plan and under federal law may be obtained by contacting the Plan Administrator or the COBRA Service Provider.

It is important for the covered person or qualified beneficiary to keep the COBRA Service Provider, Plan Administrator and Humana informed of any changes in marital status, or a change of address.
PLAN CONTACT INFORMATION

University of the Incarnate Word
4301 Broadway
San Antonio, TX 78209
Telephone: (210) 829-6000

Humana Health Plan, Inc.
Billing/Enrollment Department
101 E. Main Street
Louisville, KY 40201
Toll-Free: 1-800-872-7207

Ceridian COBRA Continuation Services
3201 34th Street South
St. Petersburg, FL 33711-3828
Toll-Free: 1-800-488-8757
CONTINUATION OF BENEFITS

Effective October 13, 1994 federal law requires that health plans must offer to continue coverage for employees who are absent due to service in the uniformed services and/or their dependents. Coverage may continue for up to twenty-four (24) months after the date the employee is first absent due to uniformed service.

ELIGIBILITY

An employee is eligible for continuation under USERRA if absent from employment because of voluntary or involuntary performance of duty in the Armed Forces, Army National Guard, Air National Guard, the commissioned corps of the Public Health Service or any other category of persons designated by the President of the United States of America in a time of war or national emergency. Duty includes absence for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for the purpose of an examination to determine fitness for duty.

An employee's dependent who has coverage under this Plan immediately prior to the date of the employee's covered absence are eligible to elect continuation under USERRA.

PREMIUM PAYMENT

If continuation of Plan coverage is elected under USERRA, the employee or dependent is responsible for payment of the applicable cost of coverage. If the employee is absent for 30 days or less, the cost will be the amount the employee would otherwise pay for coverage. For absences exceeding 30 days, the cost may be up to 102% of the cost of coverage under this Plan. This includes the employee's share and any portion previously paid by the employer.

DURATION OF COVERAGE

Elected continuation coverage under USERRA will continue until the earlier of:

- 24 months beginning the first day of absence from employment due to service in the uniformed services; or
- The day after the employee fails to apply for, or return to employment, as required by USERRA, after completion of a period of service.

Under federal law, the period of coverage available under USERRA shall run concurrently with the COBRA period available to an employee and/or eligible dependents.

OTHER INFORMATION

Employees should contact their employer with any questions regarding coverage normally available during a military leave of absence or continuation coverage and notify the employer of any changes in marital status, or a change of address.
THE WOMEN’S HEALTH AND CANCER RIGHTS ACT OF 1998 (WHCRA)

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

- All stages of reconstruction of the breast on which the covered mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

Contact your employer if you would like more information on WHCRA benefits.

THE NEWBORNS’ AND MOTHERS’ HEALTH PROTECTION ACT OF 1996

The Newborns’ and Mothers’ Health Protection Act of 1996 provides that group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother’s or newborn’s attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). An attending provider is defined as an individual who is licensed under applicable state law to provide maternal or pediatric care and who is directly responsible for providing such care to a mother or newborn child. The definition of attending provider does not include a plan, hospital, managed care organization or other issuer. In any case, plans may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Contact your employer if you would like more information on The Newborns’ and Mothers’ Health Protection Act.
1. **Proper Name of Plan:** University of the Incarnate Word

2. **Plan Sponsor:** University of the Incarnate Word  
   4301 Broadway  
   San Antonio, TX 78209  
   Telephone: 210-829-6000

3. **Employer:** University of the Incarnate Word  
   4301 Broadway  
   San Antonio, TX 78209  
   Telephone: 210-829-6000

4. **Plan Administrator, Named Fiduciary and Claim Fiduciary:**  
   University of the Incarnate Word  
   4301 Broadway  
   San Antonio, TX 78209  
   Telephone: 210-829-6000

5. **Employer Identification Number:** 74-1109661

6. This Plan provides medical and *prescription* drug benefits for participating *employees* and their enrolled *dependents*.

7. Plan benefits described in this booklet are effective June 1, 2012.

8. The *Plan year* is June 1 through May 31 of each year.

9. The fiscal year is June 1 through May 31 of each year.

10. Service of legal process may be served upon the *Plan Administrator* as shown above or the following agent for service of legal process:  
     University of the Incarnate Word  
     4301 Broadway  
     San Antonio, TX 78209  
     Telephone: 210-829-6000
11. The Plan Manager is responsible for performing certain delegated administrative duties, including the processing of claims. The Plan Manager is:

   Humana Health Plan Inc.
   500 West Main Street
   Louisville, KY 40202
   Telephone: Refer to your ID card

12. This is a self-insured and self-administered health benefit plan. The cost of this Plan is paid with contributions shared by the employer and employee. Benefits under this Plan are provided from the general assets of the employer and are used to fund payment of covered claims under this Plan plus administrative expenses. Please see your employer for the method of calculating contributions and the funding mechanism used for the accumulation of assets through which benefits are provided under this Plan.

13. Each employee of the employer who participates in this Plan receives a Summary Plan Description, which is this booklet. This booklet will be provided to employees by the employer. It contains information regarding eligibility requirements, termination provisions, a description of the benefits provided and other Plan information.

14. This Plan’s benefits and/or contributions may be modified or amended from time to time, or may be terminated at any time by the Plan Sponsor. Significant changes to this Plan, including termination, will be communicated to participants as required by applicable law.

15. Upon termination of this Plan, the rights of the participants to benefits are limited to claims incurred and payable by this Plan up to the date of termination. Plan assets, if any, will be allocated and disposed of for the exclusive benefit of the participating employees and their dependents covered by this Plan, except that any taxes and administration expenses may be made from this Plan’s assets.

16. This Plan does not constitute a contract between the employer and any covered person and will not be considered as an inducement or condition of the employment of any employee. Nothing in this Plan will give any employee the right to be retained in the service of the employer, or for the employer to discharge any employee at any time.

17. This Plan is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.
SECTION 6

DEFINITIONS
DEFINITIONS

Italicized terms throughout this SPD have the meaning indicated below. Defined terms are italicized wherever found in this SPD.

A

**Accident** means a sudden event that results in a *bodily injury* and is exact as to time and place of occurrence.

**Active status** means the employee is performing on a regular basis all customary occupational duties for 30 hours per week at the employer's business locations or when required to travel for the employer's business purposes. Each day of a regular paid vacation and any regular non-working holiday will be deemed *active status* if you were in an *active status* on your last regular working day prior to the vacation or holiday.

**Admission** means entry into a facility as a registered bed patient according to the rules and regulations of that facility. An *admission* ends when you are discharged, or released, from the facility and are no longer registered as a bed patient.

**Advanced imaging**, for the purpose of this definition, means Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Positron Emission Tomography (PET), Single Photon Emission Computed Tomography (SPECT) and Computed Tomography (CT) imaging.

**Alternative medicine** means an approach to medical diagnosis, treatment or therapy that has been developed or practiced NOT using the generally accepted scientific methods in the United States of America. For purposes of this definition, *alternative medicine* shall include, but is not limited to: acupressure, aromatherapy, ayurveda, biofeedback, faith healing, guided mental imagery, herbal medicine, holistic medicine, homeopathy, hypnosis, macrobiotics, naturopathy, ozone therapy, reflexotherapy, relaxation response, rolfing, shiatsu and yoga.

**Ambulance** means a professionally operated vehicle, provided by a licensed *ambulance* service, equipped for the transportation of a sick or injured person to or from the nearest medical facility qualified to treat the person’s *sickness* or *bodily injury*. Use of the *ambulance* must be medically necessary and/or ordered by a qualified practitioner.

**Ambulatory surgical center** means an institution which meets all of the following requirements:

1. It must be staffed by physicians and a medical staff which includes registered nurses;
2. It must have permanent facilities and equipment for the primary purpose of performing surgery;
3. It must provide continuous physicians’ services on an outpatient basis;
4. It must admit and discharge patients from the facility within a 24-hour period;
5. It must be licensed in accordance with the laws of the jurisdiction where it is located. It must be operated as an *ambulatory surgical center* as defined by those laws;
6. It must not be used for the primary purpose of terminating pregnancies, or as an office or clinic for the private practice of any physician or dentist.
DEFINITIONS (continued)

B

Behavioral health means mental health services and substance abuse services.

Beneficiary means you and your covered dependent(s), or legal representative of either, and anyone to whom the rights of you or your covered dependent(s) may pass.

Bodily injury means bodily damage other than a sickness, including all related conditions and recurrent symptoms. However, bodily damage resulting from infection or muscle strain due to athletic or physical activity is considered a sickness and not a bodily injury.

C

Calendar year means a period of time beginning on January 1 and ending on December 31.

Claimant means a covered person (or authorized representative) who files a claim.

COBRA Service Provider means a provider of COBRA administrative services retained by Humana or the employer to provide specific COBRA administrative services.

Coinsurance means the shared financial responsibility for covered expenses between the covered person and this Plan, expressed as a percentage.

Complications of pregnancy means:

1. Conditions whose diagnoses are distinct from pregnancy but adversely affected by pregnancy or caused by pregnancy. Such conditions include: acute nephritis, nephrosis, cardiac decompensation, hyperemesis gravidarum, puerperal infection, toxemia, eclampsia and missed abortion;

2. A nonelective cesarean section surgical procedure;

3. Terminated ectopic pregnancy; or

4. Spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible.

Complications of pregnancy does not mean:

1. False labor;

2. Occasional spotting;

3. Prescribed rest during the period of pregnancy;

4. Conditions associated with the management of a difficult pregnancy but which do not constitute distinct complications of pregnancy; or

5. An elective cesarean section.
**Concurrent care decision** means a decision by this Plan to reduce or terminate benefits otherwise payable for a course of treatment that has been approved by this Plan (other than by Plan amendment or termination) or a decision with respect to a request by a claimant to extend a course of treatment beyond the period of time or number of treatments that has been approved by this Plan.

**Concurrent review** means the process of assessing the continuing medical necessity, appropriateness, or utility of additional days of hospital confinement, outpatient care, and other health care services.

**Confinement or confined** means you are admitted as a registered bed patient in a hospital or a qualified treatment facility as the result of a qualified practitioner’s recommendation. It does not mean detainment in observation status.

**Copayment**, if applicable, means the specified dollar amount that you must pay to a provider for certain medical covered expenses regardless of any amounts that may be paid by this Plan as shown in the Schedule of Benefits section.

**Cosmetic surgery** means surgery performed to reshape structures of the body in order to change your appearance or improve self-esteem.

**Court-ordered** means involuntary placement in behavioral health treatment as a result of a judicial directive.

**Covered expense** means medically necessary services incurred by you or your covered dependents for which benefits may be available under this Plan, subject to any maximum benefit and all other terms, provisions, limitations and exclusions of this Plan.

**Covered person** means the employee or any of the employee's covered dependents enrolled for benefits provided under this Plan.

**Creditable coverage** means the total time of prior continuous health plan coverage periods used to reduce the length of any pre-existing condition limitation period applicable to you or your dependents under this Plan where these prior continuous health coverage(s) existed with no more than a 63-consecutive day lapse in coverage.

**Custodial care** means services provided to assist in the activities of daily living which are not likely to improve your condition. Examples include, but are not limited to, assistance with dressing, bathing, preparation and feeding of special diets, transferring, walking, taking medication, getting in and out bed and maintaining continence. These services are considered custodial care regardless if a qualified practitioner or provider has prescribed, recommended or performed the services.

**D**

**Deductible**, if applicable, means a specified dollar amount that must be satisfied, either individually or combined as a covered family, per calendar year before this Plan pays benefits for certain specified services.

**Dental injury** means an injury to a sound natural tooth caused by a sudden, violent, and external force that could not be predicted in advance and could not be avoided.
**Definitions (continued)**

**Dependent** means a covered employee’s:

1. Legally recognized spouse;
2. Common law spouse;
3. Natural blood related child, step-child, legally adopted child or child placed with the employee for adoption, child for which the employee has legal guardianship or children of a common law spouse whose age is less than the limiting age.

The limiting age for each dependent child is the end of the month he or she attains the age of 26 years. *Your* child is covered to the limiting age regardless if the child is:

- Married;
- A tax dependent;
- A student;
- Employed;
- Residing with or receives financial support from you; or
- Eligible for other coverage through employment.

Adopted children and children placed for adoption are subject to all terms and provisions of this Plan, with the exception of the *pre-existing condition* limitation.

5. A covered employee's child whose age is less than the limiting age and is entitled to coverage under the provisions of this Plan because of a medical child support order;

*You* must furnish satisfactory proof, upon request, to Humana that the above conditions continuously exist. If satisfactory proof is not submitted to Humana, the child's coverage will not continue beyond the last date of eligibility.

A covered dependent child who attains the limiting age while covered under this Plan will remain eligible for benefits if all of the following exist at the same time:

1. Permanently mentally disabled or permanently physically handicapped;
2. Incapable of self-sustaining employment;
3. The child meets all of the qualifications of a dependent as determined by the United States Internal Revenue Service;
4. Declared on and legally qualify as a dependent on the employee's federal personal income tax return filed for each year of coverage; and
5. Unmarried.

*You* must furnish satisfactory proof to Humana that the above conditions continuously exist on and after the date the limiting age is reached. Humana may not request such proof more often than annually after two years from the date the first proof was furnished. If satisfactory proof is not submitted to Humana, the child's coverage will not continue beyond the last date of eligibility.

**Diabetes equipment** means blood glucose monitors, including monitors designed to be used by blind individuals, insulin infusion pumps and associated accessories, insulin infusion devices and podiatric appliances for the prevention of complications associated with diabetes.
**Diabetes self-management training** means the training provided to a *covered person* after the initial diagnosis of diabetes for care and management of the condition including nutritional counseling and use of *diabetes equipment* and supplies. It also includes training when changes are required to the self-management regime and when new techniques and treatments are developed.

**Diabetes supplies** means test strips for blood glucose monitors, visual reading and urine test strips, lancets and lancet devices, insulin and insulin analogs, injection aids, syringes, prescriptive and nonprescriptive oral agents for controlling blood sugar levels, glucagon emergency kits and alcohol swabs.

**Durable medical equipment (DME)** means equipment that is *medically necessary* and able to withstand repeated use. It must also be primarily and customarily used to serve a medical purpose and not be generally useful to a person except for the treatment of a *bodily injury* or *sickness*.

**Emergency** means an acute, sudden onset of a *sickness* or *bodily injury* which is life threatening or will significantly worsen without immediate medical or surgical treatment.

**Employee** means you, as an *employee*, when you are permanently employed and paid a salary or earnings and are in an *active status* at your employer’s place of business.

**Employer** means the sponsor of this Group Plan or any subsidiary(s).

**Expense incurred** means the fee charged for *services* provided to you. The date a *service* is provided is the *expense incurred* date.

**Experimental, investigational or for research purposes** means a drug, biological product, device, treatment or procedure that meets any one of the following criteria, as determined by this Plan:

- Cannot be lawfully marketed without the final approval of the United States Food and Drug Administration (FDA) and which lacks such final FDA approval for the use or proposed use, unless:
  - Found to be accepted for that use in the most recently published edition of Clinical Pharmacology, Micromedex DrugDex, National Comprehensive Cancer Network Drugs and Biologics Compendium, and the American Hospital Formulary Service (AHFS) Drug Information for drugs used to treat cancer, and is determined to be covered by this Plan (for additional details, go to www.humana.com, click on “Humana Websites for Providers” along the left hand side of the page, then click “Medical Coverage Policies” under Critical Topics, then click “Medical Coverage Policies” and search for Clinical Trials and Off-Label and Off-Evidence); or
  - Identified by this Plan as safe, widely used and generally accepted as effective for that use as reported in nationally recognized peer reviewed medical literature published in the English language as of the date of service;
7.2. Is a device required to receive Premarket Approval (PMA) or 510K approval by the FDA but has not received a PMA or 510K approval;

8.3. Is not identified as safe, widely used and generally accepted as effective for the proposed use as reported in nationally recognized peer reviewed medical literature published in the English language as of the date of service;

9.4. Is the subject of a National Institute of Health (NIH) Phase I, II or III trial or a treatment protocol comparable to a NIH Phase I, II or III trial, or any trial not recognized by NIH regardless of phase, except for:
   a. Clinical trials approved by this Plan (for additional details, go to www.humana.com, click on “Humana Websites for Providers” along the left hand side of the page, then click “Medical Coverage Policies” under Critical Topics, then click “Medical Coverage Policies” and search for Clinical Trials and Off-Label and Off-Evidence); or
   b. Transplants, in which case this Plan would approve requests for services that are the subject of a NIH Phase II, Phase III or higher when transplant services are appropriate for the treatment of the underlying disease;

10.5. Is identified as not covered by the Centers for Medicare and Medicaid Services (CMS) Medicare Coverage Issues Manual, a CMS Operational Policy Letter or a CMS National Coverage Decision, except as required by federal law and excluding transplants.

Family member means you or your spouse, or you or your spouse's child, brother, sister, parent, grandchild or grandparent.

Functional impairment means a direct and measurable reduction in physical performance of an organ or body part.

Hospital means an institution which:

1. Maintains permanent full-time facilities for bed care of resident patients;
2. Has a physician and surgeon in regular attendance;
3. Provides continuous 24 hour a day nursing services;
4. Is primarily engaged in providing diagnostic and therapeutic facilities for medical or surgical care of sick or injured persons;
5. Is legally operated in the jurisdiction where located; and
6. Has surgical facilities on its premises or has a contractual agreement for surgical services with an institution having a valid license to provide such surgical services; or
7. Is a lawfully operated qualified treatment facility certified by the First Church of Christ Scientist, Boston, Massachusetts.

Hospital does not include an institution which is principally a rest home, skilled nursing facility, convalescent home or home for the aged. Hospital does not include a place principally for the treatment of mental health or substance abuse.

**I**

Intensive outpatient means outpatient services providing:

1. Group therapeutic sessions greater than one hour a day, three days a week;
2. Behavioral health therapeutic focus;
3. Group sessions centered on cognitive behavioral constructs, social/occupational/educational skills development and family interaction;
4. Additional emphasis on recovery strategies, monitoring of participation in 12-step programs and random drug screenings for the treatment of substance abuse; and
5. Qualified practitioner availability for medical and medication management.

Intensive outpatient program does not include services that are for:

1. Custodial care; or
2. Day care.

**L**

Late applicant means an employee and/or an employee's eligible dependent who applies for medical coverage more than 31 days after the eligibility date.

**M**

Maintenance care means any service or activity which seeks to prevent bodily injury or sickness, prolong life, promote health or prevent deterioration of a covered person who has reached the maximum level of improvement or whose condition is resolved or stable.

Maximum allowable fee for a covered expense is the lesser of:

1. The fee charged by the provider for the services;
2. The fee that has been negotiated with the provider whether directly or through one or more intermediaries or shared savings contracts for the services;
3. The fee established by this Plan by comparing rates from one or more regional or national databases or schedules for the same or similar services from a geographical area determined by this Plan;

4. The fee based upon rates negotiated by this Plan or other payors with one or more participating providers in a geographic area determined by this Plan for the same or similar services;

5. The fee based upon the provider’s cost for providing the same or similar services as reported by such provider in its most recent publicly available Medicare cost report submitted to the Centers for Medicare and Medicaid Services (CMS) annually; or

6. The fee based on a percentage determined by this Plan of the fee Medicare allows for the same or similar services provided in the same geographic area.

Note: The bill you receive for services from non-participating providers may be significantly higher than the maximum allowable fee. In addition to deductibles, copayments and coinsurance, you are responsible for the difference between the maximum allowable fee and the amount the provider bills you for the services. Any amount you pay to the provider in excess of the maximum allowable fee will not apply to your out-of-pocket limit or deductible.

Maximum benefit means the maximum amount that may be payable for each covered person, for expense incurred. The applicable maximum benefit is shown in the Schedule of Benefits section. No further benefits are payable once the maximum benefit is reached.

Medically necessary or medical necessity means the extent of services required to diagnose or treat a bodily injury or sickness which is known to be safe and effective by the majority of qualified practitioners who are licensed to diagnose or treat that bodily injury or sickness. Such services must be:

1. Performed in the least costly setting required by your condition;

2. Not provided primarily for the convenience of the patient or the qualified practitioner;

3. Appropriate for and consistent with your symptoms or diagnosis of the sickness or bodily injury under treatment;

4. Furnished for an appropriate duration and frequency in accordance with accepted medical practices, and which are appropriate for your symptoms, diagnosis, sickness or bodily injury; and

5. Substantiated by the records and documentation maintained by the provider of service.

Medicare means a program of medical insurance for the aged and disabled, as established under Title 18 of the Social Security Act of 1965, as amended.

Mental health means a mental, nervous, or emotional disease or disorder of any type as classified in the Diagnostic and Statistical Manual of Mental Disorders, regardless of the cause or causes of the disease or disorder.
**DEFINITIONS (continued)**

*Morbid obesity* (clinically severe obesity) means a body mass index (BMI) as determined by a *qualified practitioner* as of the date of *service* of:

1. 40 kilograms or greater per meter squared (kg/m²); or
2. 35 kilograms or greater per meter squared (kg/m²) with an associated comorbid condition such as hypertension, type II diabetes, life-threatening cardiopulmonary conditions; or joint disease that is treatable, if not for the obesity.

**N**

*Non-participating (Non-PAR) provider* means a *hospital*, *qualified treatment facility*, *qualified practitioner* or any other *health services* provider who has *not* entered into an agreement with the *Plan Manager* to provide *participating provider services* or has *not* been designated by the *Plan Manager* as a *participating provider*.

**O**

*Off-evidence drug indications* means indications for which there is a lack of sufficient evidence for safety and/or efficacy for a particular medication.

*Off-label drug indications* means prescribing of an FDA-approved medication for a use or at a dose that is not included in the product indications or labeling. This term specifically refers to drugs or dosages used for diagnoses that are not approved by the FDA and may or may not have adequate medical evidence supporting safety and efficacy. Off-label prescribing of traditional drugs is a common clinical practice and many off-label uses are effective, well documented in peer reviewed literature and widely employed as standard of care treatments.

*Orthotic* means a custom-fitted or custom-made braces, splints, casts, supports and other devices used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body when prescribed by a *qualified practitioner*.

*Out-of-pocket limit*, if applicable, is a specified dollar amount that must be satisfied, either individually or combined as a covered family, per: *calendar year* before a benefit percentage will be increased.

**P**

*Partial hospitalization* means *services* provided by a *hospital* or *qualified treatment facility* in which patients do not reside for a full 24-hour period:

1. For a comprehensive and intensive interdisciplinary psychiatric treatment for minimum of 5 hours a day, 5 days per week;
2. That provides for social, psychological and rehabilitative training programs with a focus on reintegration back into the community and admits children and adolescents who must have a treatment program designed to meet the special needs of that age range; and
3. That has physicians and appropriately licensed *mental health* and *substance abuse* practitioners readily available for the emergent and urgent care needs of the patients.
The *partial hospitalization* program must be accredited by the Joint Commission of the Accreditation of Hospitals or in compliance with an equivalent standard.

Licensed drug abuse rehabilitation programs and alcohol rehabilitation programs accredited by the Joint Commission on the Accreditation of Health Care Organizations or approved by the appropriate state agency are also considered to be *partial hospitalization services*.

*Partial hospitalization* does not include *services* that are for *custodial care* or day care.

**Participating (PAR) provider** means a *hospital, qualified treatment facility, qualified practitioner* or any other health *services provider* who has entered into an agreement with, or has been designated by, Humana to provide specified *services* to all *covered persons*.

**Pharmacist** means a person who is licensed to prepare, compound and dispense medication and who is practicing within the scope of his or her license.

**Pharmacy** means a licensed establishment where *prescription* medications are dispensed by a *pharmacist*.

**Plan Administrator** means University of the Incarnate Word

**Plan Manager** means Humana Health Plan Inc. (HHP). The Plan Manager provides services to the Plan Administrator, as defined under the Plan Management Agreement. The Plan Manager is not the Plan Administrator or the Plan Sponsor.

**Plan Sponsor** means University of the Incarnate Word

**Plan year** means a period of time beginning on the Plan anniversary date of any year and ending on the day before the same date of the succeeding year.

**Post-service claim** means any claim for a benefit under a group health plan that is not a *pre-service claim*.

**Preadmission testing** means only those outpatient x-ray and laboratory tests made within seven days before *admission* as a registered bed patient in a *hospital*. The tests must be for the same *bodily injury* or *sickness* causing the patient to be *hospital confined*. The tests must be accepted by the *hospital* in lieu of like tests made during *confinement*. *Preadmission testing* does not mean tests for a routine physical check-up.

**Precertification** means the process of assessing the *medical necessity*, appropriateness, or utility of proposed non-emergency *hospital admissions*, surgical procedures, outpatient care, and other health care *services*.

**Predetermination of benefits** means a review by Humana of a *qualified practitioner's* treatment plan, specific diagnostic and procedure codes and expected charges prior to the rendering of *services*.

**Pre-existing condition** means a physical or mental condition for which *you* have received medical attention (medical attention includes, but is not limited to: *services* or care) during the 6 month period immediately prior to the enrollment date of *your* medical coverage under this Plan. *Pre-existing conditions* are covered after the end of a period of 12 months after the enrollment date (first day of coverage or, if there is a waiting period, the first day of the waiting period).

*Pre-existing condition* limitations will be waived or reduced for *pre-existing conditions* that were satisfied under previous *creditable coverage*. This *pre-existing condition* limitation does not apply to a *covered person* who is under the age of 19.
**DEFINITIONS (continued)**

*Prescription* means a direct order for the preparation and use of a drug, medicine or medication. The drug, medicine or medication must be obtainable only by prescription. The prescription must be given to a pharmacist verbally, electronically or in writing by a qualified practitioner for the benefit of and use by a covered person. The prescription must include at least:

1. The name and address of the covered person for whom the prescription is intended;
2. The type and quantity of the drug, medicine or medication prescribed, and the directions for its use;
3. The date the prescription was prescribed; and
4. The name and address of the prescribing qualified practitioner.

*Pre-service claim* means a claim with respect to which the terms of the Plan condition receipt of a Plan benefit, in whole or in part, on approval of the benefit by Humana in advance of obtaining medical care.

*Protected health information* means individually identifiable health information about a covered person, including: (a) patient records, which includes but is not limited to all health records, physician and provider notes and bills and claims with respect to a covered person; (b) patient information, which includes patient records and all written and oral information received about a covered person; and (c) any other individually identifiable health information about covered persons.

**Q**

*Qualified practitioner* means a practitioner, professionally licensed by the appropriate state agency to diagnose or treat a bodily injury or sickness, and who provides services within the scope of that license.

*Qualified treatment facility* means only a facility, institution or clinic duly licensed by the appropriate state agency, and is primarily established and operating within the scope of its license.

**R**

*Residential treatment facility* means an institution which:

1. Is licensed as a 24-hour residential facility for mental health and substance abuse treatment, although not licensed as a hospital;
2. Provides a multidisciplinary treatment plan in a controlled environment, with periodic supervision of a physician or a Ph.D. psychologist; and
3. Provides programs such as social, psychological and rehabilitative training, age appropriate for the special needs of the age group of patients, with focus on reintegration back into the community.

Residential treatment is utilized to provide structure, support and reinforcement of the treatment required to reverse the course of behavioral deterioration.
Serious mental illness (SMI) means the following psychiatric illnesses as defined by the American Psychiatric Association in the Diagnostic and Statistical Manual:

1. Bipolar disorders (hypomaniac, manic, depressive, and mixed);
2. Depression in childhood and adolescence;
3. Major depressive disorders (single episode or recurrent);
4. Obsessive-compulsive disorders;
5. Paranoid and other psychotic disorders;
6. Schizo-affective disorders (bipolar or depressive); and
7. Schizophrenia.

Services means procedures, surgeries, examinations, consultations, advice, diagnosis, referrals, treatment, tests, supplies, drugs, devices or technologies.

Sickness means a disturbance in function or structure of your body which causes physical signs or symptoms and which, if left untreated, will result in a deterioration of the health state of the structure or system(s) of your body.

Sound natural tooth means a tooth that:

1. Is organic and formed by the natural development of the body (not manufactured);
2. Has not been extensively restored;
3. Has not become extensively decayed or involved in periodontal disease; and
4. Is not more susceptible to injury than a whole natural tooth.

Specialty drug means a drug, medicine or medication used as a specialized therapy developed for chronic, complex sicknesses or bodily injuries. Specialty drugs may:

1. Require nursing services or special programs to support patient compliance;
2. Require disease-specific treatment programs;
3. Have limited distribution requirements; or
4. Have special handling, storage or shipping requirements

Substance abuse means the abuse of, or psychological or physical dependence on, or addiction to alcohol or a controlled substance.
DEFINITIONS (continued)

Summary Plan Description (SPD) means this document which outlines the benefits, provisions and limitations of this Plan.

Surgery means excision or incision of the skin or mucosal tissues, or insertion for exploratory purposes into a natural body opening. This includes insertion of instruments into any body opening, natural or otherwise, done for diagnostic or other therapeutic purposes.

Timely applicant means an employee and/or an employee’s eligible dependent who applies for medical coverage within 31 days of the eligibility date.

Total disability or totally disabled means:

1. During the first twelve months of disability, you or your employed covered spouse are at all times prevented by bodily injury or sickness from performing each and every material duty of your respective job or occupation;

2. After the first twelve months, total disability or totally disabled means that you or your employed covered spouse are at all times prevented by bodily injury or sickness from engaging in any job or occupation for wage or profit for which you or your employed covered spouse are reasonably qualified by education, training or experience;

3. For a non-employed spouse or a child, total disability or totally disabled means the inability to perform the normal activities of a person of similar age and gender.

A totally disabled person also may not engage in any job or occupation for wage or profit.

Urgent care claim means a claim for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations:

1. Could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function; or

2. In the opinion of a physician with knowledge of the claimant’s medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim; or

3. Generally, whether a claim is a claim involving urgent care will be determined by the Plan Manager. However, any claim that a physician with knowledge of a claimant's medical condition determines is a “claim involving urgent care” will be treated as a “claim involving urgent care.”

Utilization review means the process of assessing the medical necessity, appropriateness, or utility of hospital admissions, surgical procedures, outpatient care, and other health care services. Utilization review includes precertification and concurrent review.
**Y**

*You and your* means *you* as the *employee* and any of *your* covered *dependents*, unless otherwise indicated.
SECTION 7

PRESCRIPTION DRUG BENEFIT
All defined terms used in this Prescription Drug Benefit section have the same meaning given to them in the Definitions section of this SPD, unless otherwise specifically defined below.

DEFINITIONS

The following definitions are used in this Prescription Drug Benefit section:

**Brand name medication** means a drug, medicine or medication that is manufactured and distributed by only one pharmaceutical manufacturer, or any drug product that has been designated as brand name by an industry-recognized source used by Humana.

**Copayment (prescription drug)** means the amount to be paid by you toward the cost of each separate prescription or refill of a covered prescription drug when dispensed by a pharmacy.

**Dispensing limit**, if applicable, means the monthly drug dosage limit and/or the number of months the drug usage is usually needed to treat a particular condition, as determined by Humana.

**Drug list** means a list of prescription drugs, medicines, medications and supplies specified by Humana. This list identifies drugs as Level 1, Level 2, or Level 3 and indicates applicable dispensing limits and/or any prior authorization requirements. This list is subject to change without notice. Drugs may move between levels and may be subject to specific time constraints. There may be times when a level contains no drugs at all or a drug may be subject to multiple levels.

**Generic medication** means a drug, medicine or medication that is manufactured, distributed, and available from a pharmaceutical manufacturer and identified by the chemical name, or any drug product that has been designated as generic by an industry-recognized source used by Humana.

**Legend drug** means any medicinal substance the label of which, under the Federal Food, Drug and Cosmetic Act is required to bear the legend: “Caution: Federal Law Prohibits dispensing without prescription”.

**Level 1 drugs** means a category of prescription drugs, medicines or medications within the drug list that are designated by Humana as Level 1 drugs.

**Level 2 drugs** means a category of prescription drugs, medicines or medications within the drug list that are designated by Humana as Level 2 drugs.

**Level 3 drugs** means a category of prescription drugs, medicines or medications within the drug list that are designated by Humana as Level 3 drugs.

**Mail order pharmacy** means a pharmacy that provides covered mail order pharmacy services, as defined by Humana, and delivers covered prescriptions or refills through the mail to covered persons.

**Non-participating pharmacy** means a pharmacy that has NOT entered into an agreement with Humana or has NOT been designated by Humana to provide services to covered persons.
Off-evidence drug indications means indications for which there is a lack of sufficient evidence for safety and/or efficacy for a particular medication.

Off-label drug indications means prescribing of an FDA-approved medication for a use or at a dose that is not included in the product indications or labeling. This term specifically refers to drugs or dosages used for diagnoses that are not approved by the FDA and may or may not have adequate medical evidence supporting safety and efficacy. Off-label prescribing of traditional drugs is a common clinical practice and many off-label uses are effective, well documented in peer reviewed literature and widely employed as standard of care treatments.

Orphan drug means a drug or biological used for the diagnosis, treatment, or prevention of rare diseases or conditions, which:

1. Affects less than 200,000 persons in the United States; or
2. Affects more than 200,000 persons in the United States, however, there is no reasonable expectation that the cost of developing the drug and making it available in the United States will be recovered from the sales of that drug in the United States.

Participating pharmacy means a pharmacy that has entered into an agreement with or has been designated by Humana to provide services to covered persons.

Pharmacist means a person who is licensed to prepare, compound and dispense medication and who is practicing within the scope of his or her license.

Pharmacy means a licensed establishment where prescription medications are dispensed by a pharmacist.

Prescription means a direct order for the preparation and use of a drug, medicine or medication. The drug, medicine or medication must be obtainable only by prescription. The prescription must be given to a pharmacist verbally, electronically or in writing by a qualified practitioner for the benefit of and use by a covered person. The prescription must include at least:

1. The name and address of the covered person for whom the prescription is intended;
2. The type and quantity of the drug, medicine or medication prescribed, and the directions for its use;
3. The date the prescription was prescribed; and
4. The name and address of the prescribing qualified practitioner.

Prior authorization, if applicable, means the required prior approval from Humana for the coverage of prescription drugs, medicines and medications, including the dosage, quantity and duration, as appropriate for the covered person’s diagnosis, age and sex. Certain prescription drugs, medicines or medications may require prior authorization.

Self-administered injectable drug means an FDA approved medication which a person may administer to himself/herself by means of intramuscular, intravenous, or subcutaneous injection, and is intended for use by you.
**Specialty drug** means a drug, medicine or medication used as a specialized therapy developed for chronic, complex sicknesses or bodily injuries. Specialty drugs may:

1. Require nursing services or special programs to support patient compliance;
2. Require disease-specific treatment programs;
3. Have limited distribution requirements; or
4. Have special handling, storage or shipping requirements.

**Specialty pharmacy** means a pharmacy that provides covered specialty pharmacy services, as defined by Humana, to covered persons.

## SCHEDULE OF PRESCRIPTION DRUG BENEFITS

Additional drug information can be obtained by accessing Humana’s website at www.humana.com.

You are responsible for the following:

<table>
<thead>
<tr>
<th></th>
<th>RETAIL AND SPECIALTY PHARMACY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 Drugs</td>
<td>$10 copayment per prescription or refill per 30 day supply</td>
</tr>
<tr>
<td>Level 2 Drugs</td>
<td>$25 copayment per prescription or refill per 30 day supply</td>
</tr>
<tr>
<td>Level 3 Drugs</td>
<td>$50 copayment per prescription or refill per 30 day supply</td>
</tr>
</tbody>
</table>

Some retail and specialty pharmacies participate in a program which allows you to receive a 90 day supply of a prescription or refill. Your cost is three (3) times the applicable retail and specialty pharmacy copayments as outlined above. Self-administered injectable drugs and specialty drugs are limited to a 30 day supply from a retail or specialty pharmacy.

<table>
<thead>
<tr>
<th></th>
<th>MAIL ORDER PHARMACY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to a 90 day supply of a prescription or refill received from a mail order pharmacy</td>
<td>One and a half (1.5) times the applicable copayments outlined under Retail and Specialty Pharmacy</td>
</tr>
</tbody>
</table>

Self-administered injectable drugs and specialty drugs received from a mail order pharmacy are limited to a 30 day supply.
SPECIALTY DRUGS ADMINISTERED IN A QUALIFIED PRACTITIONER’S OFFICE

| Up to a 30 day supply of a prescription or refill for a specialty drug administered in a qualified practitioner’s office | $0 copayment |
| Specialty drugs do not include self-administered injectable drugs. |

ADDITIONAL PRESCRIPTION DRUG BENEFIT INFORMATION

Participating Pharmacy

When a participating pharmacy is used and you do not present your I.D. card at the time of purchase, you must pay the pharmacy the full retail price and submit the pharmacy receipt to Humana at the address listed below. You will be reimbursed at 100% of billed charges after the charge has been reduced by the applicable copayment.

Non-participating Pharmacy

If you received the prescription at a non-participating pharmacy, the prescription is NOT eligible for coverage.

Mail pharmacy receipts to:

Humana Claims Office
Attention: Pharmacy Department
P.O. Box 14610
Lexington, KY 40512-4610

PRESCRIPTION DRUG COORDINATION OF BENEFITS

If you have prescription drug coverage under another prescription drug benefit plan and that coverage is primary, you will need to provide that information to the pharmacy at the point of sale. The pharmacy will process your prescription drug claim under your primary coverage then process it as secondary under your Humana prescription drug benefit.

Humana will process the secondary claim according to standard liability. The claim will be processed as follows:

1. Humana’s discounted rate will be used to calculate the allowed amount under the Plan; then

2. The primary prescription drug plan carrier payment is adjudicated and subtracted from the amount calculated in 1. above; then
3. Humana’s secondary payment is calculated as a result of the above.

RETAIL AND SPECIALTY PHARMACY

Your Plan provisions include a retail prescription drug benefit. You will receive an identification (ID) card which includes your name, group number and your effective date.

Present your ID card at a participating pharmacy when purchasing a prescription. Prescriptions dispensed at a retail or specialty pharmacy are limited to the day supply per prescription or refill as shown on the Schedule of Prescription Drug Benefits.

MAIL ORDER PHARMACY

Your prescription drug coverage also includes mail order pharmacy benefits, allowing participants an easy and convenient way to obtain prescription drugs.

Mail order pharmacy prescriptions will only be filled with the quantity prescribed by your qualified practitioner and are limited to the day supply per prescription or refill as shown on the Schedule of Prescription Drug Benefits.

Additional mail order pharmacy information can be obtained by calling the toll-free customer service phone number on the back of your ID card or visit Humana’s website at www.humana.com.

SPECIALTY DRUGS ADMINISTERED IN A QUALIFIED PRACTITIONER’S OFFICE

Your qualified practitioner has access to specialty drugs used to treat chronic conditions. These drugs can be ordered specifically for you for administration in his/her office setting. This allows your qualified practitioner a cost effective and convenient way to obtain high cost, high tech specialty medications and injectables. Additional information can be obtained by calling the toll-free customer service phone number on the back of your ID card or visit Humana’s website at www.humana.com.

MAXIMIZE YOUR BENEFIT

This program provides you with information through letters, phone calls or email regarding possible lower-cost, but equally effective medication alternatives for you to discuss with your doctor.

PRESCRIPTION DRUG COST SHARING

Prescription drug benefits are payable for covered prescription expenses incurred by you and your covered dependents. Benefits for expenses made by a pharmacy are payable as shown on the Schedule of Prescription Drug Benefits.

You are responsible for payment of:
- The prescription drug deductible, if any;
- The copayment;
- The cost of medication not covered under this Prescription Drug Benefit Plan;
- The cost of any quantity of medication dispensed in excess of the day supply noted on the Schedule of Prescription Drug Benefits.
If the dispensing pharmacy’s charge is less than the copayment, you will be responsible for the lesser amount. The amount paid by Humana to the dispensing pharmacy may not reflect the ultimate cost to Humana for the drug. Your copayment is made on a per prescription or refill basis and will not be adjusted if Humana or your employer receives any retrospective volume discounts or prescription drug rebates.

**PRESCRIPTION DRUG COVERAGE**

Because Humana’s drug list is continually updated with prescription drugs approved or not approved for coverage, you must call the toll-free customer service phone number on the back of your ID card or visit Humana’s website at www.humana.com to verify whether a prescription drug is covered or not covered under this Prescription Drug Benefit Plan.

Please follow the directions below when accessing Humana’s website:

1. Go to Humana's website (www.humana.com) and log-in as a Registered Member;
2. Click on the "Doctors & RX" drop down box located at the top of the page;
3. Click "Pharmacy Tools";
4. Click "Prescription Benefits" to get details about the prescription drug benefits under your Plan, including specific out-of-pocket costs; OR
5. Click "Printable Drug Lists and Forms" to view or download your drug list; OR
6. Click "Drug Pricing" and search for a drug by name, health condition or alphabetically to receive an estimated retail or mail order pharmacy drug price.

Covered prescription drugs, medicine or medications must:

1. Be prescribed by a qualified practitioner for the treatment of a sickness or bodily injury; and
2. Be dispensed by a pharmacist.

*Prescription* drug expenses covered under this Prescription Drug Benefit are not covered under any other provisions of the Plan. Any amount in excess of the maximum amount provided under the Prescription Drug Benefit is not covered under any other provision of the Plan.

Any expenses incurred under provisions of this Prescription Drug Benefit section are not covered under, or applied to, any medical benefits or maximums. Any expenses incurred under your medical benefits are not covered under, or applied to, any prescription drug benefits or maximums.

Humana may decline coverage of a specific prescription or, if applicable, drug list inclusion of any and all drugs, medicines or medications until the conclusion of a review period not to exceed six (6) months following FDA approval for the use and release of the drug, medicine or medication into the market.
PRESCRIPTION DRUG LIMITATIONS

Expense incurred will not be payable for the following:

1. Any drug, medicine, medication or supply not approved for coverage under this Prescription Drug Benefit Plan (call the toll-free customer service phone number on the back of your ID card or visit Humana’s website at www.humana.com to verify whether a prescription drug is covered or not covered under this Prescription Drug Benefit Plan);

2. Legend drugs which are not deemed medically necessary by a qualified practitioner;

3. Charges for the administration or injection of any drug;

4. Any drug, medicine or medication labeled “Caution-limited by federal law to investigational use,” or any drug, medicine or medication that is experimental, investigational or for research purposes, even though a charge is made to you;

5. Any drug, medicine or medication that is consumed or injected at the place where the prescription is given, or dispensed by the qualified practitioner;

6. Prescriptions that are to be taken by or administered to the covered person, in whole or in part, while he or she is a patient in a facility where drugs are ordinarily provided by the facility on an inpatient basis. Inpatient facilities include, but are not limited to:
   a. Hospital;
   b. Skilled nursing facility; or
   c. Hospice facility;

7. Any drug prescribed, except:
   a. FDA approved drugs utilized for FDA approved indications; or
   b. FDA approved drugs utilized for off-label drug indications recognized in at least one compendia reference or peer-reviewed medical literature deemed acceptable to this Plan;

8. Off-evidence drug indications;

9. Prescription refills:
   a. In excess of the number specified by the qualified practitioner; or
   b. Dispensed more than one year from the date of the original order;

10. Any drug for which a charge is customarily not made;

11. Therapeutic devices or appliances, including, but not limited to: hypodermic needles and syringes (except needles and syringes for use with insulin and covered self-administered injectable drugs); support garments; test reagents; mechanical pumps for delivery of medications; and other non-medical substances;

12. Dietary supplements (except for formulas or low protein modified foods necessary for the treatment of phenylketonuria or certain other heritable diseases of amino and organic acids); nutritional products; fluoride supplements; minerals; herbs; and vitamins (except pre-natal vitamins, including greater than one milligram of folic acid, and pediatric multi-vitamins with fluoride);
13. Drug delivery implants;

14. Injectable drugs, including but not limited to: immunizing agents; biological sera; blood; blood plasma; or self-administered injectable drugs not covered under this Prescription Drug Benefit Plan;

15. Any drug prescribed for a sickness or bodily injury not covered under this Plan;

16. Any portion of a prescription or refill that exceeds the day supply as shown on the Schedule of Prescription Drug Benefits;

17. Any drug, medicine or medication received by the covered person:
   a. Before becoming covered under this Plan; or
   b. After the date the covered person’s coverage under this Plan has ended;

18. Any costs related to the mailing, sending, or delivery of prescription drugs;

19. Any intentional misuse of this benefit including prescriptions purchased for consumption by someone other than the covered person;

20. Any prescription or refill for drugs, medicines, or medications that are lost, stolen, spilled, spoiled, or damaged;

21. Repackaged drugs;

22. Any drug or medicine that is:
   a. Lawfully obtainable without a prescription (over the counter drugs), except insulin; or
   b. Available in prescription strength without a prescription;

23. Any drug or biological that has received designation as an orphan drug, unless approved by this Plan;

24. Any amount you paid for a prescription that has been filled, regardless of whether the prescription is revoked or changed due to adverse reaction or change in dosage or prescription;

25. Any portion of a prescription or refill that exceeds the drug specific dispensing limit, is dispensed to a covered person whose age is outside the drug specific age limits, or exceeds the duration-specific dispensing limit, if applicable;

26. Any drug for which prior authorization is required and not obtained, if applicable;

27. More than one prescription or refill within a 23-day period for the same drug or therapeutic equivalent medication prescribed by one or more qualified practitioners and dispensed by one or more pharmacies. For drugs received from a mail order pharmacy, more than one prescription or refill within a 20 day period for a 1-30 day supply or a 60 day period for a 61-90 day supply. For drugs received from a retail or specialty pharmacy that participates in the program which allows you to receive a 90 day supply of a prescription or refill at a retail or specialty pharmacy, more than one prescription or refill within a 20 day period for a 1-30 day supply or a 60 day period for a 61-90 day supply;
28. More than one prescription or refill for the same drug or therapeutic equivalent medication prescribed by one or more qualified practitioners and dispensed by one or more pharmacies until you have used, or should have used, at least 75% of the previous prescription or refill. If the drug or therapeutic equivalent medication is purchased through a mail order pharmacy, until you have used, or should have used, at least 66% of the previous prescription or refill. If the drug or therapeutic equivalent medication is purchased through a retail or specialty pharmacy that participates in the program which allows you to receive a 90 day supply of a prescription or refill at a retail or specialty pharmacy, until you have used, or should have used, at least 66% of the previous prescription or refill. (Based on the dosage schedule prescribed by the qualified practitioner);