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Home Office: Bloomfield, Connecticu Mailing Address: Hartford, Connecticut 06152

## CIGNA HEALTH AND LIFE INSURANCE COMPANY

a Cigna company (hereinafter called Cigna) certifies that it insures certain Employees for the benefits provided by the following policy(s):

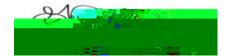
POLICYHOLDER: University of New England

**GROUP POLICY(S)** — COVERAGE 3345889 - OAP2 OPEN ACCESS PLUS MEDICAL BENEFITS

EFFECTIVE DATE: January 1, 2024

This certificate describes the main features of the insurance. It does not waive or alter any of the terms of the policy(s). If questions arise, the policy(s) will govern. This certificate takes the place of any other issued to you on a prior date which described the insurance.

The Policy is guaranteed renewable for periods of one year, with limited exceptions(specifically, the Policyholder's failure to pay premium; fraud or intentional misrepresentation of material fact by the Policyholder or by you or your representative; failure of the employee group to have the number of employees purchasing the insurance coverage that Cigna requires in order to provide coverage; or when, if ever, Cigna decides to no longer offer insurance coverage at all or the specific type of insurance provided for in this certificate).



## **Explanation of Terms**

You will find terms starting with capital letters throughout your certificate. To help you understand your benefits, most of these terms are defined in the Definitions section of your certificate.

#### The Schedule

The Schedule is a brief outline of your maximum benefits which may be payable under your insurance. For a full description of each benefit, refer to the appropriate section listed in the Table of Contents.



# **Special Plan Provisions**

When you select a Participating Provider, this Plan pays a greater share of the costs than if you select a non-Participating Provider. Participating Providers include Physicians, Hospitals and Other Health Professionals and Other Health Care Facilities. Consult your Physician Guide for a list of Participating Providers in your area. Participating Providers are committed to providing you and your Dependents appropriate care while lowering medical costs.

# Services Available in Conjunction With Your Medical Plan

The following pages describe helpful services available in conjunction with your medical plan. You can access these services by calling the toll-free number shown on the back of your ID card.

## **Case Management**

Case Management is a service provided through a Review Organization, which assists individuals with treatment needs that extend beyond the acute care setting. The goal of Case Management is to ensure that patients receive appropriate care in the most effective setting possible whether at home, as an outpatient, or an inpatient in a Hospital or specialized facility. Should the need for Case Management arise, a Case Management professional will work closely with the patient, his or her family and the attending Physician to determine appropriate treatment options which will best meet the patient's needs and keep costs manageable. The Case Manager will help coordinate the treatment program and arrange for necessary resources. Case Managers are also available to answer questions and provide ongoing support for the family in times of medical crisis.

Case Managers are Registered Nurses (RNs) and other credentialed health care professionals, each trained in a clinical specialty area such as trauma, high risk pregnancy and neonates, oncology, mental health, rehabilitation or general medicine and surgery. A Case Manager trained in the appropriate clinical specialty area will be assigned to you or your dependent. In addition, Case Managers are supported by a panel of Physician advisors who offer guidance on up-todate treatment programs and medical technology. While the Case Manager recommends alternate treatment programs and helps coordinate needed resources, the patient's attending Physician remains responsible for the actual medical care.

You, your dependent or an attending Physician can request Case Management services by calling the **toll-free number** shown on your ID card during normal business hours, Monday through Friday. In addition, your employer, a claim office or a utilization review program (see the PAC/CSR section of your certificate) may refer an individual for Case Management.

The Review Organization assesses each case to determine whether Case Management is appropriate.

You or your Dependent is contacted by an assigned Case Manager who explains in detail how the program works. Participation in the program is voluntary - no penalty or benefit reduction is imposed if you do not wish to participate in Case Management.

Following an initial assessment, the Case Manager works with you, your family and Physician to determine the needs of the patient and to identify what alternate treatment programs are available (for example, in-home medical care in lieu of an extended Hospital convalescence). You are not penalized if the alternate treatment program is not followed.

The Case Manager arranges for alternate treatment services and supplies, as needed (for example, nursing services or a Hospital bed and other Durable Medical Equipment for the home).

The Case Manager also acts as a liaison between the insurer, the patient, his or her family and Physician as needed (for example, by helping you to understand a complex medical diagnosis or treatment plan).

Once the alternate treatment program is in place, the Case Manager continues to manage the case to ensure the treatment program remains appropriate to the patient's needs.

While participation in Case Management is strictly voluntary, Case Management professionals can offer quality, costeffective treatment alternatives, as well as provide assistance in obtaining needed medical resources and ongoing family support in a time of need.

## **Incentives to Participating Providers**

Cigna continuously develops programs to help our customers access quality, cost-effective health care. Some programs include Participating Providers receiving financial incentives from Cigna for providing care to Members in a way that meets or exceeds certain quality and/or cost-efficiency standards, when, in the Participating Provider's professional judgment, it is appropriate to do so within the applicable standard of care. For example, some Participating Providers could receive financial incentives for utilizing or referring you to alternative sites of care as determined by your plan rather than in a more expensive setting, or achieving particular outcomes for certain health conditions. Participating Providers may also receive purchasing discounts when purchasing certain prescription



connection with certain Medical Pharmaceuticals covered under your plan and Prescription Drug Products included on the Prescription Drug List. These rebates or remuneration are not obtained on you or your Employer's or plan's behalf or for your benefit.

Cigna, its affiliates and the plan are not obligated to pass these rebates on to you, or apply them to your plan's Deductible if any or take them into account in determining your Copayments and/or Coinsurance. Cigna and its affiliates or designees may also, conduct business with various pharmaceutical manufacturers separate and apart from this plan's Medical Pharmaceutical and Prescription Drug Product benefits. Such business may include, but is not limited to, data collection, consulting, educational grants and research. Amounts received from pharmaceutical manufacturers pursuant to such arrangements are not related to this plan. Cigna and its affiliates are not required to pass on to you, and do not pass on to you, such amounts.

#### **Coupons, Incentives and Other Communications**

At various times, Cigna or its designee may send mailings to you or your Dependents or to your Physician that communicate a variety of messages, including information about Medical Pharmaceuticals and Prescription Drug



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conditions and how that treatment compares with national medical standards and care delivered by similar, local doctors.

Primary care doctors and specialists who meet defined measures and criteria receive our Physician Quality and Cost Efficiency Designation. Doctors who practice one of 21 specialties, live in specific parts of the country, and also meet cost and quality criteria, may receive our Cigna Care Designation.

We don't change the way we pay doctors based on these designations. We developed them to help you choose the doctors who best meet your needs. We encourage you to consider this information but please consult other sources as well, including doctors who are treating you.

This is important because we base our assessments only on information we can collect, so we don't have a complete picture of a doctor's practice. In some cases, we don't have enough information for an assessment and there is some room for error in all data analysis.





coverage as the result of marriage will be effective no later than the first day of the first calendar month following receipt of the request for special enrollment.

## **Exception for Newborns**

Any Dependent child born while you are insured will become insured on the date of his birth if you elect Dependent Insurance no later than 31 days after his birth. If you do not elect to insure your newborn child within such 31 days, coverage for that child will end on the 31<sup>st</sup> day. No benefits for expenses incurred beyond the 31<sup>st</sup> day will be payable.

## **Exception for Newborn Grandchildren**

Any child born to your Dependent child while you are insured for Medical Insurance will be covered for the first 31 days of



# Open Access Plus Medical Benefits The Schedule

#### Accumulation of Plan Deductibles and Out-of-Pocket Maximums

Deductibles and Out-of-Pocket Maximums will cross-accumulate (that is, In-Network will accumulate to Out-of-Network and Out-of-Network will accumulate to In-Network). All other plan maximums and service-specific maximums (dollar and occurrence) also cross-accumulate between In- and Out-of-Network unless otherwise noted.

#### **Multiple Surgical Reduction**

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

#### Assistant Surgeon and Co-Surgeon Charges

#### **Assistant Surgeon**

The maximum amount payable will be limited to charges made by an assistant surgeon that do not exceed a percentage of the surgeon's allowable charge as specified in Cigna Reimbursement Policies. (For purposes of this limitation, allowable charge means the amount payable to the surgeon prior to any reductions due to coinsurance or deductible amounts.)

#### **Co-Surgeon**

The maximum amount payable for charges made by co-surgeons will be limited to the amount specified in Cigna Reimbursement Policies.

#### **Out-of-Network Charges for Certain Services**

Charges for services furnished by an Out-of-Network provider in an In-Network facility while you are receiving In-Network services at that In-Network facility: (i) are payable at the In-Network cost-sharing level; and (ii) the allowable amount used to determine the Plan's benefit payment is the amount agreed to by the Out-of-Network provider and Cigna, or as required by applicable state or Federal law.



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Maximum Reimbursable Charge		
The Maximum Reimbursable Charge for Out-of-Network services other than those described in The Schedule sections Out-of-Network Charges for Certain Services and Out-of-Network Emergency Services Charges and Out- of-Network Air Ambulance Services Charges is determined based on the lesser of the provider's normal charge for a similar service or supply;		
or the amount agreed to by the Out-of- Network provider and Cigna, or a policyholder-selected percentage of a fee schedule Cigna has developed that is based upon a methodology similar to a methodology utilized by Medicare to determine the allowable reimbursement for the same or similar services within the geographic market. In some cases, a Medicare based schedule will not be used and the Maximum Reimbursable Charge for covered services is determined based on the lesser of: the provider's normal charge for a similar service or supply; or the 80th percentile of charges made by providers of such service or supply in the geographic area where it is received as compiled in a database selected by Cigna. If sufficient charge data is unavailable in the database for that geographic area to determine the Maximum Reimbursable Charge, then data in the database for similar services may be used.	Not Applicable	200%



<b>BENEFIT HIGHLIGHTS</b>	IN-NETWORK	OUT-OF-NETWORK
Calendar Year Deductible		
Individual	\$500 per person	\$500 per person
Family Maximum	\$1,000 per family	\$1,000 per family
Family Maximum Calculation		
Individual Calculation:		
Family members meet only their individual deductible and then their claims will be covered under the plan coinsurance; if the family deductible has been met prior to their individual deductible being met, their claims will be paid at the plan coinsurance.		
Out-of-Pocket Maximum		
Individual	\$3,000 per person	\$3,000 per person
Family Maximum	\$6,000 per family	\$6,000 per family
Family Maximum Calculation		
Individual Calculation:		
Family members meet only their individual Out-of-Pocket and then their claims will be covered at 100%; if the family Out-of-Pocket has been met prior to their individual Out-of- Pocket being met, their claims will be paid at 100%.		
Combined Medical/Pharmacy Out- of-Pocket Maximum		
Combined Medical/Pharmacy Out- of-Pocket: includes retail and home delivery drugs	Yes	Yes
Home Delivery Pharmacy Costs Contribute to the Combined Medical/Pharmacy Out-of-Pocket Maximum	Yes	In-Network coverage only



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Physician's Services		
Primary Care Physician's Office Visit	100% for the first visit each year Subsequent visits will be paid as follows:	Plan deductible, then 80% of the Maximum Reimbursable Charge
	\$20 per visit copay, then 100%	
Specialty Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Consultant and Referral Physician's Services		
<b>Note:</b> OB/GYN providers will be considered either as a PCP or Specialist, depending on how the provider contracts with Cigna on an In-Network basis. Out-of-Network OB/GYN providers will be considered a Specialist.		
Surgery Performed in the Physician's Office		
Primary Care Physician	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Specialty Care Physician	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Second Opinion Consultations (provided on a voluntary basis)		
Primary Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Specialty Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Allergy Treatment/Injections		
Primary Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Specialty Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Allergy Serum (dispensed by the Physician in the office)		
Primary Care Physician	100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Specialty Care Physician	100%	Plan deductible, then 80% of the Maximum Reimbursable Charge



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Convenience Care Clinic	\$20 per visit copay, then 100%	Plan deductible, then 80% of the
(includes any related lab and x-ray services and surgery)		Maximum Reimbursable Charge
Virtual Care		
Dedicated Virtual Providers		
Dedicated virtual care services may be provided by MDLIVE, a Cigna affiliate.		
Services available through contracted virtual providers as medically appropriate.		
Notes: Primary Care cost share applies to routine care. Virtual wellness screenings are payable under preventive care.		
MDLIVE Behavioral Services, please refer to the Mental Health and Substance Use Disorder section (below).		
Lab services0 Tf 1 nce Usetor695 0 cm		
Substan16.8990e999962n16.8990e999		



# IN-NETWORK

OUT-OF-NETWORK

### **Preventive Care**

Preventive services are covered without cost sharing as provided in state law, but services related to a specific health concern, condition or injury may be separately billed as an office visit and may be subject to cost-sharing requirements as provided in the health plan.



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Inpatient Hospital – Facility Services	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Semi-Private Room and Board	Limited to the semi-private room negotiated rate	Limited to the semi-private room rate
Private Room	Limited to the semi-private room negotiated rate	Limited to the semi-private room rate
Special Care Units (ICU/CCU)	Limited to the negotiated rate	Limited to the ICU/CCU daily room rate
Outpatient Facility Services		
Operating Room, Recovery Room, Procedures Room, Treatment Room and Observation Room	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Inpatient Hospital Physician's Visits/Consultations	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Inpatient Professional Services	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Surgeon		
Radiologist, Pathologist, Anesthesiologist		
<b>Outpatient Professional Services</b>	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Surgeon		
Radiologist, Pathologist, Anesthesiologist		
Urgent Care Services		
Urgent Care Facility or Outpatient Facility	\$20 per visit copay, then 100%	\$20 per visit copay, then 100% of the Maximum Reimbursable Charge
Includes Outpatient Professional Services, X-ray and/or Lab services performed at the Urgent Care Facility and billed by the facility as part of the UC visit.		
Advanced Radiological Imaging (i.e. MRIs, MRAs, CAT Scans, PET Scans etc.) billed by the facility as part of the UC visit	\$20 per visit copay, then 100%	\$20 per visit copay, then 100% of the Maximum Reimbursable Charge



## IN-NETWORK

OUT-OF-NETWORK

# **Emergency Services**

Hospital Emergency Room

Includes Outpatient Professional Services, X-ray and/or Lab services



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Advanced Radiological Imaging (i.e. ARIs, MRAs, CAT Scans and PET cans)		
Primary Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Specialty Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Inpatient Facility	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Outpatient Facility	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Outpatient Therapy Services and Thiropractic Services		
Calendar Year Maximum: Unlimited		
Includes: Physical Therapy Speech Therapy Occupational Therapy Pulmonary Rehab Cognitive Therapy Chiropractic Therapy (includes Chiropractors)		
Primary Care Physician's Office Visit	\$20 per visit copay*, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Specialty Care Physician's Office Visit	\$20 per visit copay*, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
	* <b>Note:</b> Outpatient Therapy Services copay applies, regardless of place of	

service, including the home.



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Gene Therapy		
Includes prior authorized gene therapy products and services directly related to their administration, when Medically Necessary.		
Gene therapy must be received at an In- Network facility specifically contracted with Cigna to provide the specific gene therapy. Gene therapy at other In- Network facilities is not covered.		
Gene Therapy Product	Covered same as Medical Pharmaceuticals	Plan deductible, then 80% of the Maximum Reimbursable Charge
Inpatient Hospital Facility Services	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Outpatient Facility	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Inpatient Professional Services	Plan deductible,m Q Q q 1 0 0 1 174.94	



<b>BENEFIT HIGHLIGHTS</b>	IN-NETWORK	OUT-OF-NETWORK
Advanced Cellular Therapy		
Includes prior authorized advanced cellular therapy products and related services when Medically Necessary.		
Advanced Cellular Therapy Product	Covered Same as Medical Pharmaceuticals	Plan deductible, then 80% of the Maximum Reimbursable Charge
Inpatient Facility	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Outpatient Facility	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge



## HC-CER1PPO/OAP 04-23

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# IN-NETWORK

OUT-OF-NETWORK

## **Infertility Services**

Coverage will be provided for the following services:

Testing and treatment services performed in connection with an underlying medical condition. Testing performed specifically to determine the cause of infertility.



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Fransplant Services and Related Specialty Care		
Includes all medically appropriate, non- experimental transplants		
Primary Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Specialty Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Inpatient Facility	100% at LifeSOURCE center, otherwise plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge u to transplant maximum
Inpatient Professional Services	100% at LifeSOURCE center, otherwise plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge u to specific organ transplant maximum: Heart - \$150,000 Liver - \$230,000 Bone Marrow - \$130,000 Heart/Lung - \$185,000 Lung - \$185,000 Pancreas - \$50,000 Kidney - \$80,000 Kidney/Pancreas - \$80,000
Lifetime Travel Maximum: \$10,000 per transplant	100% (only available when using LifeSOURCE facility)	100%
Durable Medical Equipment	100%	Plan deductible, then 80% of the
Calendar Year Maximum: Unlimited		Maximum Reimbursable Charge
Outpatient Dialysis Services		
Primary Care Physician's Office Visit	\$20 per visit copay, then 100%	



IN-NETWORK

OUT-OF-NETWORK

**External Prosthetic Appliances** 



BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
Genetic Counseling Calendar Year Maximum: 3 visits per person for Genetic Counseling for both pre- and post- genetic testing; however, the 3 visit limit will not apply to Mental Health and Substance Use Disorder conditions.		
Primary Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Specialty Care Physician's Office Visit	\$20 per visit copay, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Inpatient Facility	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Outpatient Facility	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Inpatient Professional Services	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge
Outpatient Professional Services	Plan deductible, then 100%	Plan deductible, then 80% of the Maximum Reimbursable Charge



## IN-NETWORK

### OUT-OF-NETWORK

#### **Treatment Resulting From Life Threatening Emergencies**

Medical treatment required as a result of an emergency, such as a suicide attempt, will be considered a medical expense until the medical condition is stabilized. Once the medical condition is stabilized, whether the treatment will be characterized as either a medical expense or a mental health/substance use disorder expense will be determined by the utilization review Physician in accordance with the applicable mixed services claim guidelines.

#### **Mental Health**

#### Inpatient

Includes Acute Inpatient and Residential Treatment

Calendar Year Maximum: Unlimited



#### **BENEFIT HIGHLIGHTS**

## IN-NETWORK

OUT-OF-NETWORK

#### Substance Use Disorder

#### Inpatient

Includes Acute Inpatient Detoxification, Acute Inpatient Rehabilitation and Residential



## **Open Access Plus Medical Benefits**

#### **Certification Requirements Out-of-Network**

#### For You and Your Dependents

#### Pre-Admission Certification/Continued Stay Review for Hospital Confinement

Pre-Admission Certification (PAC) and Continued Stay Review (CSR) refer to the process used to certify the Medical Necessity and length of a Hospital Confinement when you or your Dependent require treatment in a Hospital:

as a registered bed patient, except for 48/96 hour maternity stays;

for Mental Health or Substance Use Disorder Residential Treatment Services.

You or your Dependent should request PAC prior to any nonemergency treatment in a Hospital described above. In the case of an emergency admission, you should contact the Review Organization within 48 hours after the admission. For an admission due to pregnancy, you should call 1-800-244-6224 or the Review Organization by the end of the third month of pregnancy. CSR should be requested, prior to the end of the certified length of stay, for continued Hospital Confinement.

Covered Expenses incurred will be reduced by 50% for Hospital charges made for each separate admission to the Hospital unless PAC is received: prior to the date of admission.

Covered Expenses incurred for which benefits would otherwise be payable under this plan for the charges listed below will not include:

Hospital charges for Room and Board, for treatment listed above for which PAC was performed, which are made for any day in excess of the number of days certified through PAC or CSR; and

any Hospital charges for treatment listed above for which PAC was requested, but which was not certified as Medically Necessary.

#### Any reduction of Covered Expenses will not apply for failure to contact the Review Organization in the case of an emergency admission.

PAC and CSR are performed through a utilization review program by a Review Organization with which Cigna has contracted.

In any case, those expenses incurred for which payment is excluded by the terms set forth above will not be considered as expenses incurred for the purpose of any other part of this plan, except for the "Coordination of Benefits" section.

#### **Outpatient Certification Requirements – Out-of-Network**

Outpatient Certification refers to the process used to certify the Medical Necessity of outpatient diagnostic testing and outpatient procedures, including, but not limited to, those listed in this section when performed as an outpatient in a Free-Standing Surgical Facility, Other Health Care Facility or a Physician's office. You or your Dependent should call 1-800-244-6224 or the toll-free number on the back of your I.D. card prior to any outpatient diagnostic testing or outpatient procedures. Outpatient Certification is performed through a utilization review program by a Review Organization with which Cigna has contracted. Outpatient Certification should only be requested for non-emergency procedures or services, and should be requested by you or your Dependent at least four working days (Monday through Friday) prior to having the procedure performed or the service rendered.

Covered Expenses incurred will be reduced by 50% to a maximum of \$500 for charges made for any outpatient diagnostic testing or outpatient procedure performed unless Outpatient Certification is received prior to the date the testing or procedure is performed.

Covered Expenses incurred will not include expenses incurred for charges made for outpatient diagnostic testing or outpatient procedures for which Outpatient Certification was performed, but, which was not certified as Medically Necessary.

In any case, those expenses incurred for which payment is excluded by the terms set forth above will not be considered as expenses incurred for the purpose of any other part of this plan, except for the "Coordination of Benefits" section.

**Outpatient Diagnostic Testing and Outpatient Procedures** 

Including, but not limited to:



For urgent care determinations not involving concurrent review, Cigna's designated utilization review entity will make the determination (whether adverse or not) and notify the covered person as soon as possible, taking into account the medical exigencies, and not later than 24 hours after receiving all necessary information.

Cigna's designated utilization review entity will make a good faith effort to obtain all necessary information expeditiously, and is responsible for expeditious retrieval of necessary information in the possession of a person with whom Cigna contracts. Cigna's designated utilization review entity must comply with the state's notification requirements.

For concurrent review determinations, Cigna's designated utilization review entity will make the determination within 1 working day after obtaining all necessary information.

In the case of a determination to certify an extended stay or additional services, Cigna's designated utilization review entity will notify the covered person and the provider rendering the service within 1 working day. The written notification will include the number of extended days or next review date, the new total number of days or services approved, and the date of admission or initiation of services.

In the case of an adverse benefit determination, Cigna's designated utilization review entity will notify the covered person and the provider rendering the service within 1 working day. The service will be continued without liability to the covered person until the covered person has been notified of the determination.

For retrospective review decisions, Cigna's designated utilization review entity will make the decision within 30 days after receiving all necessary information.

In the case of a certification, Cigna's designated utilization review entity may notify in writing the covered person and the provider rendering the service.

In the case of an adverse health care treatment decision, Cigna's designated utilization review entity will, within 5 working days after making the adverse decision, notify in writing the provider rendering the service and the covered person. Cigna's designated utilization review entity will not without adequate written notice to the covered person prior to his or her receipt of previously authorized services render an adverse decision with regard to health care services authorized pursuant to prospective review, except where fraudulent or



charges for outpatient medical care and treatment at a Free-Standing Surgical Facility.

charges for Emergency Services.

charges for Urgent Care.

charges made by a Physician or a Psychologist for professional services.

charges made by a Nurse for professional nursing service.

charges made for anesthetics, including, but not limited to supplies and their administration.

charges for diagnostic x-ray.

charges for advanced radiological imaging, including for example CT Scans, MRI, MRA and PET scans and laboratory examinations, x-ray, radiation therapy and radium and radioactive isotope treatment and other therapeutic radiological procedures.

charges for chemotherapy.

charges for blood transfusions.

charges for oxygen and other gases and their administration.

charges made for Medically Necessary foot care for diabetes, peripheral neuropathies and peripheral vascular disease.

charges made for screening prostate-specific antigen (PSA) testing and digital rectal examination.

charges made for a colorectal cancer screening for asymptomatic persons who are 50 years of age or older, or less than 50 years of age and at high risk for colorectal cancer according to the most recently published colorectal cancer screening guidelines of a national cancer society.

charges for cervical cancer (PAP) screening testing.

charges made for laboratory services, radiation therapy and other diagnostic and therapeutic radiological procedures.

charges for men's family planning, counseling, testing and sterilization (e.g. vasectomies), excluding reversals.

abortion services.

charges made for preventive care services as defined by recommendations from the following:

the U.S. Preventive Services Task Force (A and B recommendations);

the Advisory Committee on Immunization Practices (ACIP) for immunizations;

the American Academy of Pediatrics' Periodicity Schedule of the Bright Futures Recommendations for Pediatric Preventive Health Care;

the Uniform Panel of the Secretary's Advisory Committee on Heritable Disorders in Newborns and Children; and with respect to women, evidence-informed preventive care and screening guidelines supported by the Health Resources and Services Administration.

Detailed information is available at <u>www.healthcare.gov</u>. For additional information on immunizations, visit the immunization schedule section of <u>www.cdc.gov</u>.

charges made for fluoride treatment and dental procedures that are Medically Necessary to reduce the risk of infection or eliminate infection or to treat tooth loss or decay for persons prior to beginning cancer treatment or that are the direct or indirect result of cancer treatment are covered. Cancer treatment includes chemotherapy, biological therapy or radiation therapy treatment.

charges for the administration of the COVID-19 vaccine and screening and testing for COVID-19.

charges for anesthesia services and Hospital and facility services related to dental procedures, in order to safely and effectively perform the dental procedures if the insured: is



Physical, occupational, and other Outpatient Therapy Services covered under Home Health Care visits do not accumulate to Outpatient Therapy Service benefit limits.

The following are excluded from coverage:

services provided by a person who is a member of the patient's family, even when that person is a health care provider.

services provided by a person who normally resides in the patient's house, even when that person is a health care provider.

non-skilled care, Custodial Services, and assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other services; self-care activities; homemaker services; and services primarily for rest, domiciliary or convalescent care.

Home Health Care Services, for a patient who is dependent upon others for non-skilled care and/or Custodial Services, is provided only when there is a family member or caregiver present in the home at the time of the health care visit to



vocational or religious counseling.

#### **Durable Medical Equipment**

charges made for purchase or rental of Durable Medical Equipment that is ordered or prescribed by a Physician and provided by a vendor approved by Cigna for use outside a Hospital or Other Health Care Facility. Coverage for repair, replacement or duplicate equipment is provided only when required due to anatomical change and/or reasonable wear and tear. All maintenance and repairs that result from a person's misuse are the person's responsibility.

Durable Medical Equipment is defined as items which are designed for and able to withstand repeated use by more than one person; customarily serve a medical purpose; generally are not useful in the absence of Injury or Sickness; are appropriate for use in the home; and are not disposable. Such equipment includes, but is not limited to, crutches, hospital beds, ventilators, insulin pumps and wheel chairs.

Durable Medical Equipment items that are not covered include but are not limited to those that are listed below:

**Bed Related Items:** bed trays, over the bed tables, bed wedges, pillows, custom bedroom equipment, mattresses, including non-power mattresses, custom mattresses and posturepedic mattresses.

**Bath Related Items:** bath lifts, non-portable whirlpools, bathtub rails, toilet rails, raised toilet seats, bath benches, bath stools, hand held showers, paraffin baths, bath mats, and spas.

**Fixtures to Real Property:** ceiling lifts and wheelchair ramps.

#### **Car/Van Modifications.**

Air Quality Items: room humidifiers, vaporizers and air purifiers.

**Other Equipment:** centrifuges, needleless injectors, heat lamps, heating pads, cryounits, cryotherapy machines, ultraviolet cabinets that emit Ultraviolet A (UVA) rays, sheepskin pads and boots, postural drainage board, AC/DC adaptors, scales (baby and adult), stair gliders, elevators, saunas, cervical and lumbar traction devices, exercise equipment and diathermy machines.

#### **External Prosthetic Appliances and Devices**

charges made or ordered by a Physician for: the initial purchase and fitting of external prosthetic appliances and devices available only by prescription which are necessary for the alleviation or correction of Injury, Sickness or congenital defect. Coverage for repair or replacement of a prosthetic device if repair or replacement is determined appropriate by your provider. External prosthetic appliances and devices include prostheses/prosthetic appliances and devices; orthoses and orthotic devices; braces; and splints.

#### **Prostheses/Prosthetic Appliances and Devices**

Prostheses/prosthetic appliances and devices are defined as fabricated replacements for missing body parts. Prostheses/prosthetic appliances and devices include, but are not limited to:

limb prostheses;

terminal devices such as hands or hooks;

fn1reh arostheses/



#### **Outpatient Therapy Services**

Charges for the following therapy services:

#### Cognitive Therapy, Occupational Therapy, Osteopathic Manipulation, Physical Therapy, Pulmonary Rehabilitation, Speech Therapy

charges for therapy services are covered when provided as part of a program of treatment.

#### **Cardiac Rehabilitation**

charges for Phase II cardiac rehabilitation provided on an outpatient basis following diagnosis of a qualifying cardiac condition when Medically Necessary. Phase II is a Hospitalbased outpatient program following an inpatient Hospital discharge. The Phase II program must be Physician directed with active treatment and EKG monitoring.

Phase III and Phase IV cardiac rehabilitation is not covered. Phase III follows Phase II and is generally conducted at a recreational facility primarily to maintain the patient's status achieved through Phases I and II. Phase IV is an advancement of Phase III which includes more active participation and weight training.



improves function; reconstruction is required as a result of Medically Necessary, non-cosmetic surgery; or the surgery or therapy is performed prior to age 19 and is required as a result of the congenital absence or agenesis (lack of formation or development) of a body part. Repeat or subsequent surgeries for the same condition are covered only when there is the probability of significant additional improvement as determined by the utilization review Physician.

#### **Transplant Services and Related Specialty Care**

Charges made for human organ and tissue transplant services which include solid organ and bone marrow/stem cell procedures at designated facilities throughout the United



donor for an organ/tissue transplant; the transplant recipient's plan would cover all donor costs.

#### **Advanced Cellular Therapy**

Charges for advanced cellular therapy products and services directly related to their administration are covered when Medically Necessary. Coverage includes the cost of the advanced cellular therapy product; medical, surgical, and facility services directly related to administration of the advanced cellular therapy product, and professional services.

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The following are specifically excluded travel expenses: any expenses that if reimbursed would be taxable income, travel costs incurred due to travel within 60 miles of your home; food and meals; laundry bills; telephone bills; alcohol or tobacco products; and charges for transportation that exceed coach class rates.

#### **Clinical Trials**

This plan covers routine patient care costs and services related to an approved clinical trial for a qualified individual. The individual must be eligible to participate according to the trial protocol and **either** of the following conditions must be met:

the referring health care professional is a participating health care provider and has concluded that the individual's participation in such trial would be appropriate; or

the individual provides medical and scientific information establishing that the individual's participation in the clinical trial would be appropriate.

In addition to qualifying as an individual, the clinical trial must also meet certain criteria in order for patient care costs and services to be covered.

The clinical trial must be a phase I, phase II, phase III, or phase IV clinical trial conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition that meets **any** of the following criteria:

it is a federally funded trial. The study or investigation is approved or funded (which may include funding through inkind contributions) by one or more of the following:

National Institutes of Health (NIH);

Centers for Disease Control and Prevention (CDC);

Agency for Health Care Research and Quality (AHRQ);

Centers for Medicare and Medicaid Services (CMS);

a cooperative group or center of any of the entities described above or the Department of Defense (DOD) or the Department of Veterans Affairs (VA);

a qualified non-governmental research entity identified in NIH guidelines for center support grants.

any of the following: Department of Energy, Department of Defense, Department of Veterans Affairs, if **both** of the following conditions are met:

the study or investigation has been reviewed and approved through a system of peer review comparable to the system of peer review of studies and investigations used by the National Institutes of Health (NIH); and

the study or investigation assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review. the study or investigation is conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration (FDA);

the study or investigation is a drug trial that is exempt from having such an investigational new drug application.

The plan does not cover any of the following services associated with a clinical trial:

services that are not considered routine patient care costs and services, including the following:

the investigational drug, device, item, or service that is provided solely to satisfy data collection and analysis needs;

an item or service that is not used in the direct clinical management of the individual;

a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

an item or service provided by the research sponsors free of charge for any person enrolled in the trial.

travel and transportation expenses, unless otherwise covered under the plan, including but not limited to the following:

fees for personal vehicle, rental car, taxi, medical van, ambulance, commercial airline, train;

mileage reimbursement for driving a personal vehicle;

lodging;

meals.

routine patient costs obtained out-of-network when Out-of-Network benefits do not exist under the plan.

Examples of routine patient care costs and services include:

radiological services.

laboratory services.

intravenous therapy.

anesthesia services.

Physician services.

office services.

Hospital services.

Room and Board, and medical supplies that typically would be covered under the plan for an individual who is not enrolled in a clinical trial.

Clinical trials conducted by Out-of-Network providers will be covered only when the following conditions are met:

In-Network providers are not participating in the clinical trial; or



## Prescription Drug Benefits The Schedule

#### For You and Your Dependents

This plan provides Prescription Drug benefits for Prescription Drug Products provided by Pharmacies as shown in this Schedule. To receive Prescription Drug Benefits, you and your Dependents may be required to pay a Deductible, Copayment or Coinsurance requirement for Covered Expenses for Prescription Drug Products.

You and your Dependents will pay 100% of the cost of any Prescription Drug Product excluded from coverage under this plan. The amount you and your Dependent pays for any excluded Prescription Drug Product to the dispensing Pharmacy, will not count towards your Deductible, if any, or Out-of-Pocket Maximum.

#### Coinsurance

The term Coinsurance means the percentage of the Prescription Drug Charge for a covered Prescription Drug Product that you or your Dependent are required to pay under this plan in addition to the Deductible, if any.

#### **Copayments** (Copay)

Copayments are amounts to be paid by you or your Dependent for covered Prescription Drug Products.

#### **Oral Chemotherapy Medication**

Prescription oral chemotherapy medication that is used to kill or slow the growth of cancerous cells is covered at Network

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**BENEFIT HIGHLIGHTS** 

#### NETWORK PHARMACY

#### NON-NETWORK PHARMACY

Certain Preventive Care Medications covered under this plan and required as part of preventive care services (detailed information is available at www.healthcare.gov) are payable at 100% with no Copayment or Deductible, when purchased from a Network Pharmacy. A written prescription is required.

Prescription Drug Products at Retail Pharmacies	The amount you pay for up to a consecutive 30-day supply at a Network Pharmacy	The amount you pay for up to a consecutive 30-day supply at a non- Network Pharmacy
Tier 1		
Generic Drugs on the Prescription Drug List	No charge after \$10 Copay	20%
Tier 2		
Brand Drugs designated as preferred on the Prescription Drug List	No charge after \$20 Copay	20%
Tier 3		
Brand Drugs designated as non- preferred on the Prescription Drug List	No charge after \$35 Copay	20%
Prescription Drug Products at Retail Pharmacies	The amount you pay for up to a consecutive 90-day supply at a Network Pharmacy	The amount you pay for up to a consecutive 90-day supply at a non- Network Pharmacy
Specialty Prescription Drug Products are limited to up to a consecutive 30-day supply per Prescription Order or Refill.		
Tier 1		
Generic Drugs on the Prescription Drug List	No charge after \$20 Copay	20%
Tier 2		
Brand Drugs designated as preferred on the Prescription Drug List	No charge after \$40 Copay	20%
Tier 3		

Brand Drugs designated as non-

List

preferred on the Prescription Drug

No charge after \$70 Copay

20%

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## **Prescription Drug Benefits**

## **Covered Expenses**

Your plan provides benefits for Prescription Drug Products on the Prescription Drug List that are dispensed by a Pharmacy. Details regarding your plan's Covered Expenses, which for the purposes of the Prescription Drug Benefit include Medically Necessary Prescription Drug Products ordered by a Physician, Limitations, and Exclusions are provided below and/or shown in The Schedule.

If you or any one of your Dependents, while insured for Prescription Drug Benefits, incurs expenses for charges made by a Pharmacy for Medically Necessary Prescription Drug Products ordered by a Physician, your plan provides coverage for those expenses as shown in The Schedule. Your benefits may vary depending on which of the Prescription Drug List tiers the Prescription Drug Product is listed, or the Pharmacy that provides the Prescription Drug Product.

Coverage under your plan's Prescription Drug Benefits also includes Medically Necessary Prescription Drug Products dispensed pursuant to a Prescription Order or Refill issued to you or your Dependents by a licensed dentist for the prevention of infection or pain in conjunction with a dental procedure. This includes:

charges for abuse-deterrent opioid analgesic drug products.

charges for one type of covered HIV infection prevention drugs (pre-exposure prophylaxis, post-exposure prophylaxis, or other drugs approved by the FDA for the prevention of HIV infection) at no cost share.

When you or a Dependent are issued a Prescription Order or Refill for Medically Necessary Prescription Drug Products as part of the rendering of Emergency Services and Cigna determines that it cannot reasonably be filled by a Network Pharmacy, the prescription will be covered pursuant to the, as applicable, Copayment or Coinsurance for the Prescription Drug Product when dispensed by a Network Pharmacy.

#### **Prescription Drug List Management**

Your plan's Prescription Drug List coverage tiers may contain Prescription Drug Products that are Generic Drugs, Brand Drugs or Specialty Prescription Drug Products. Determination of inclusion of a Prescription Drug Product to a certain coverage tier on the Prescription Drug List and utilization management requirements or other coverage conditions are based on a number of factors which may include, clinical and economic factors. Clinical factors may include, but are not limited to, the P&T Committee's evaluations of the place in therapy, relative safety or relative efficacy of the Prescription Drug Product, as well as whether certain supply limits or other utilization management requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug Product's acquisition cost including, but not limited to, assessments on the cost effectiveness of the Prescription Drug Product and available rebates. Regardless of its eligibility for coverage under the plan, whether a particular Prescription Drug Product is appropriate for you or any of your Dependents is a determination that is made by you or your Dependent; and the prescribing Physician.

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Step therapy is not required for medications used to assess or treat an enrollee's Serious Mental Illness. A Serious Mental Illness is a mental disorder, as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association that results in serious functional impairment that substantially interferes with or limits one or more major life activities.

#### **Supply Limits**

Benefits for Prescription Drug Products are subject to the supply limits that are stated in The Schedule. For a single Prescription Order or Refill, you may receive a Prescription Drug Product up to the stated supply limit.

You may obtain a twelve-month supply of covered contraceptive drugs and supplies, which may be dispensed all at once or over the course of the twelve-month period, at the discretion of your provider.

Some products are subject to additional supply limits, quantity limits or dosage limits based on coverage criteria that have been approved based on consideration of the P&T Committee's clinical findings. Coverage criteria are subject to periodic review and modification. The limit may restrict the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply, or may require that a minimum amount be dispensed.

A pharmacist may partially dispense a prescription for an opioid medication in a lesser quantity than the recommended full quantity indicated on the prescription if requested by the patient for whom the prescription is written. The remaining quantity of the prescription is void and may not be dispensed without a new prescription.

A pharmacist may dispense an emergency supply of a chronic maintenance drug when certain conditions are met. The amount dispensed may not exceed a 30-day supply or, if the standard unit of dispensing exceeds a 30-day supply, may not exceed the smallest standard unit of dispensing.

A pharmacist may not dispense the chronic maintenance drug in an emergency supply to the same patient more than twice in a 12-month period.

You may determine whether a Prescription Drug Product has been assigned a dispensing supply limit or similar limit or requirement at the website shown on your ID card or by calling member services at the telephone number on your ID card.

#### **Specialty Prescription Drug Products**

Benefits are provided for Specialty Prescription Drug Products. If you require Specialty Prescription Drug Products, you may be directed to a Designated Pharmacy with whom Cigna has an arrangement to provide those Specialty Prescription Drug Products.

#### **Designated Pharmacies**

If you require certain Prescription Drug Products, including, but not limited to, Specialty Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from a Designated Pharmacy, you may receive reduced or no coverage for the Prescription Drug Product. Refer to The Schedule for further information.

#### **New Prescription Drug Products**

New Prescription Drug Products may or may not be placed on a Prescription Drug List tier upon market entry. Cigna will use reasonable efforts to make a tier placement decision for a New Prescription Drug Product within six months of its market availability. Cigna's tier placement decision shall be based on consideration of, without limitation, the P&T Committee's clinical review of the New Prescription Drug Product and economic factors. If a New Prescription Drug Product not listed on the Prescription Drug List is approved by Cigna or its Review Organization as Medically Necessary in the interim, the New Prescription Drug Product shall be covered at the applicable coverage tier as set forth in The Schedule.

#### **Prescription Eye Drops**



Dispensing fees for partially filled or refilled prescriptions shall be paid in full for each prescription dispensed, regardless of any prorated copay for the insured or fee paid for alignment services.

#### **Emergency Order**

During a statewide state of emergency declared by the Governor, a prescription drug is covered in accordance with a valid prescription issued by a provider in a quantity sufficient for an extended period of time, not to exceed a 180-day supply. This does not apply to coverage of prescribed contraceptive supplies according to state law or coverage of opioids prescribed in accordance with limits set by state law.

## **Your Payments**

Covered Prescription Drug Products purchased at a Pharmacy are subject to any applicable Deductible, Copayments or Coinsurance shown in The Schedule, as well as any limitations or exclusions set forth in this plan. Please refer to The Schedule for any required Copayments, Coinsurance, Deductibles or Out-of-Pocket Maximums.

#### Copayment

Your plan requires that you pay a Copayment for covered Prescription Drug Products as set forth in The Schedule. After satisfying any applicable annual Deductible set forth in The Schedule, your costs under the plan for a covered Prescription Drug Product dispensed by a Network Pharmacy and that is subject to a Copayment requirement will be the lowest of the following amounts:

- the Copayment for the Prescription Drug Product set forth in The Schedule; or
- the Prescription Drug Charge; or
- the Network Pharmacy's submitted Usual and Customary (U&C) Charge, if any.

#### **Payments at Non-Network Pharmacies**

Any reimbursement due to you under this plan for a covered Prescription Drug Product dispensed by a non-Network Pharmacy may be determined by applying the Deductible, if any, and/or non-Network Pharmacy Coinsurance amount set forth in The Schedule to the average wholesale price (or "AWP"), or other benchmark price Cigna applies, for a Prescription Drug Product dispensed by a non-Network Pharmacy. Your reimbursement, if any, for a covered Prescription Drug Product dispensed by a non-Network Pharmacy will never exceed the average wholesale price (or other benchmark price applied by Cigna) for the Prescription Drug Product.

When a treatment regimen contains more than one type of Prescription Drug Products that are packaged together for your or your Dependent's convenience, any applicable Copayment or Coinsurance may apply to each Prescription Drug Product.

You will need to obtain prior approval from Cigna or its Review Organization for any Prescription Drug Product not listed on the Prescription Drug List that is not otherwise excluded. If Cigna or its Review Organization approves coverage for the Prescription Drug Product because it meets

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court-ordered treatment or hospitalization, unless treatment is prescribed by a Physician and is a covered service or supply under this plan.

any services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmy, and premature ejaculation.

medical and Hospital care and costs for the child of your Dependent child, unless the child is otherwise eligible under this plan.

non-medical counseling and/or ancillary services including, but not limited to, Custodial Services, educational services, vocational counseling training and rehabilitation services, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, return to work services, work hardening programs, and driver safety courses.

therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.

consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Care Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.

private Hospital rooms and/or private duty nursing except as provided under the Home Health Care Services provision.

personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.

artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets and dentures.

aids or devices that assist with non-verbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.

eyeglass lenses and frames, contact lenses and associated services (exams and fittings) except the initial set after treatment of keratoconus or following cataract surgery.

eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.

all non-injectable prescription drugs unless Physician administration or oversight is required, injectable prescription drugs to the extent they do not require Physician supervision and are typically considered selfadministered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in this plan.

routine foot care, including the paring and removing of corns and calluses and toenail maintenance. However, foot care services for diabetes, peripheral neuropathies and peripheral vascular disease are covered when Medically Necessary.

membership costs and fees associated with health clubs, weight loss programs or smoking cessation programs.

genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing weightlps:forkered, idettensbacedc;epo6rgn;fisyamptonil(s)s dig@3D significant, proven rs





Medicare will be the primary payer and this Plan will be the secondary payer, even if you don't elect to enroll in Medicare or you receive services from a provider who does not accept Medicare payments, in the following situations:

<u>COBRA or State Continuation</u>: You, your spouse, or your covered Dependent qualify for Medicare for any reason and are covered under this Plan due to COBRA or state continuation of coverage.

<u>Retirement or Termination of Employment</u>: You, your spouse, or your covered Dependent qualify for Medicare for any reason and are covered under this Plan due to your retirement or termination of employment.

<u>Disability</u>: You, your spouse, or your covered Dependent qualify for Medicare due to a disability, you are an active Employee, and your Employer has fewer than 100 employees.

<u>Age</u>: You, your spouse, or your covered Dependent qualify for Medicare due to age, you are an active Employee, and your Employer has fewer than 20 employees.

End Stage Renal Disease (ESRD): You, your spouse, or your covered Dependent qualify for Medicare due to End Stage Renal Disease (ESRD) and you are an active or retired Employee. This Plan will be the primary payer for the first 30 months. Beginning with the 31<sup>st</sup> month, Medicare will be the primary payer.

#### When This Plan is the Primary Payer

This Plan will be the primary payer and Medicare will be the secondary payer in the following situations:

<u>Disability</u>: You, your spouse, or your covered Dependent qualify for Medicare due to a disability, you are an active Employee, and your Employer has 100 or more employees.

<u>Age</u>: You, your spouse, or your covered Dependent qualify for Medicare due to age, you are an active Employee, and your Employer has 20 or more employees.

End Stage Renal Disease (ESRD): You, your spouse, or your covered Dependent qualify for Medicare due to End Stage Renal Disease (ESRD) and you are an active or retired Employee. This Plan is the primary payer for the first 30 months. Beginning with the 31<sup>st</sup> month, Medicare will be the primary payer.

#### **Domestic Partners**

Under federal law, when Medicare coverage is due to age, Medicare is always the primary payer and this Plan is the secondary payer for a person covered under this Plan as a Domestic Partner. However, when Medicare coverage is due to disability, the Disability payer explanations above will apply.

**<u>IMPORTANT</u>**: If you, your spouse, or your Dependent do not elect to enroll in Medicare Parts A and/or B when first

eligible, or you receive services from a provider who does not accept Medicare payments, this Plan will calculate payment based on what should have been paid by Medicare as the primary payer if the person had been enrolled or had received services from a provider who accepts Medicare payments. A person is considered eligible for Medicare on the earliest date any coverage under Medicare could become effective.

#### Failure to Enroll in Medicare

If you, your spouse, or your Dependent do not enroll in Medicare Parts A and/or B during the person's initial Medicare enrollment period, or the person opts out of coverage, the person may be subject to Medicare late enrollment penalties, which can cause a delay in coverage and result in higher Medicare premiums when the person does enroll. It can also result in a reduction in coverage under Medicare Parts A and B. If you are planning to retire or terminate employment and you will be eligible for COBRA, state Continuation, or retiree coverage under this Plan, you should enroll in Medicare before you terminate employment to avoid penalties and to receive the maximum coverage under Medicare. Please consult Medicare or the Social Security Administration for more information.

#### Assistance with Medicare Questions

For more information on Medicare's rules and regulations, contact Medicare toll-free at 1-800-MEDICARE (1-800-633-4227) or at www.medicare.gov. You may also contact the Social Security Administration toll-free at 1-800-772-1213, at www.ssa.gov, or call your local Social Security Administration office.

# Expenses For Which A Third Party May Be Responsible

This plan does not cover:

Expenses incurred by you or your Dependent (hereinafter individually and collectively referred to as a "Participant,") for which another party may be responsible as a result of having caused or contributed to an Injury or Sickness.

Expenses incurred by a Participant to the extent any payment is received for them either directly or indirectly from a third party tortfeasor or as a result of a settlement, judgment or arbitration award in connection with any automobile medical, automobile no-fault, uninsured or underinsured motorist, homeowners, workers' compensation, government insurance (other than Medicaid), or similar type of insurance or coverage.



#### **Right of Reimbursement**

If a Participant incurs a Covered Expense for which, in the opinion of the plan or its claim administrator, another party may be responsible or for which the Participant may receive payment, the Participant by accepting benefits under this plan,



#### **Recovery of Overpayment**

When an overpayment has been made by Cigna, Cigna will have the right at any time to: recover that overpayment from the person to whom or on whose behalf it was made; or offset the amount of that overpayment from a future claim payment. In addition, your acceptance of benefits under this plan and/or assignment of Medical Benefits separately creates an equitable lien by agreement pursuant to which Cigna may seek recovery of any overpayment. You agree that Cigna, in seeking recovery of any overpayment as a contractual right or as an equitable lien by agreement, may pursue the general assets of the person or entity to whom or on whose behalf the overpayment was made.

#### **Calculation of Covered Expenses**

Cigna, in its discretion, will calculate Covered Expenses following evaluation and validation of all provider billings in accordance with:



#### **Totally Disabled**

You will be considered Totally Disabled if, because of an Injury or a Sickness:

if you were gainfully employed prior to disability, you are unable to engage in any gainful occupation for which you are reasonably suited by training, education, and experience; and

if you were not gainfully employed prior to disability, you are unable to engage in most normal activities of a person of like age in good health.

## **Federal Requirements**

The following pages explain your rights and responsibilities under federal laws and regulations. Some states may have similar requirements. If a similar provision appears elsewhere in this booklet, the provision which provides the better benefit will apply.

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## Qualified Medical Child Support Order (QMCSO)

#### Eligibility for Coverage Under a QMCSO

If a Qualified Medical Child Support Order (QMCSO) is issued for your child, that child will be eligible for coverage as required by the order and you will not be considered a Late Entrant for Dependent Insurance.

You must notify your Employer and elect coverage for that child, and yourself if you are not already enrolled, within 31 days of the QMCSO being issued.

#### **Qualified Medical Child Support Order Defined**

A Qualified Medical Child Support Order is a judgment, decree or order (including approval of a settlement agreement) or administrative notice, which is issued pursuant to a state domestic relations law (including a community property law), or to an administrative process, which provides for child support or provides for health benefit coverage to such child and relates to benefits under the group health plan, and satisfies all of the following:

the order recognizes or creates a child's right to receive



Dependent child(ren). Enrollment of Dependent children is limited to the newborn or adopted children or children who became Dependent children of the Employee due to marriage.

Loss of eligibility for State Medicaid or Children's Health Insurance Program (CHIP). If you and/or your Dependent(s) were covered under a state Medicaid or CHIP plan and the coverage is terminated due to a loss of eligibility, you may request special enrollment for yourself and any affected Dependent(s) who are not already enrolled in the Plan. You must request enrollment within 60 days after termination of Medicaid or CHIP coverage.

Loss of eligibility for other coverage (excluding continuation coverage). If coverage was declined under this Plan due to coverage under another plan, and eligibility for the other coverage is lost, you and all of your eligible Dependent(s) may request special enrollment in this Plan. If



#### A. Coverage elections

Per Section 125 regulations, you are generally allowed to enroll for or change coverage only before each annual benefit period. However, exceptions are allowed:

if you meet Special Enrollment criteria and enroll as described in the Special Enrollment section; or

if your Employer agrees, and you meet the criteria shown in the following Sections B through H and enroll for or change coverage within the time period established by your Employer.

#### B. Change of status

A change in status is defined as:

change in legal marital status due to marriage, death of a spouse, divorce, annulment or legal separation;

change in number of Dependents due to birth, adoption, placement for adoption, or death of a Dependent;

change in employment status of Employee, spouse or Dependent due to termination or start of employment, strike, lockout, beginning or end of unpaid leave of absence, including under the Family and Medical Leave Act (FMLA), or change in worksite;

changes in employment status of Employee, spouse or Dependent resulting in eligibility or ineligibility for coverage;

change in residence of Employee, spouse or Dependent to a location outside of the Employer's network service area; and

changes which cause a Dependent to become eligible or ineligible for coverage.

#### C. Court order

A change in coverage due to and consistent with a court order of the Employee or other person to cover a Dependent.

#### D. Medicare or Medicaid eligibility/entitlement

The Employee, spouse or Dependent cancels or reduces coverage due to entitlement to Medicare or Medicaid, or enrolls or increases coverage due to loss of Medicare or Medicaid eligibility.

#### E. Change in cost of coverage

If the cost of benefits increases or decreases during a benefit period, your Employer may, in accordance with plan terms, automatically change your elective contribution.

When the change in cost is significant, you may either increase your contribution or elect less-costly coverage. When a significant overall reduction is made to the benefit option you have elected, you may elect another available benefit option. When a new benefit option is added, you may change your election to the new benefit option.

## F. Changes in coverage of spouse or Dependent under another employer's plan

You may make a coverage election change if the plan of your spouse or Dependent: incurs a change such as adding or deleting a benefit option; allows election changes due to Special Enrollment, Change in Status, Court Order or



adoption when you become legally obligated to support that child, totally or partially, prior to that child's adoption.

If a child placed for adoption is not adopted, all health coverage ceases when the placement ends, and will not be continued.

The provisions in the "Exception for Newborns" section of this document that describe requirements for enrollment and effective date of insurance will also apply to an adopted child or a child placed with you for adoption.

HC-FED67

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## **Coverage for Maternity Hospital Stay**

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not 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 delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain precertification. For information on precertification, contact your plan administrator.

HC-FED10

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## Women's Health and Cancer Rights Act (WHCRA)

Do you know that your plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema? Call Member Services at the toll free number listed on your ID card for more information.

HC-FED12

## **Group Plan Coverage Instead of Medicaid**

If your income and liquid resources do not exceed certain limits established by law, the state may decide to pay premiums for this coverage instead of for Medicaid, if it is cost effective. This includes premiums for continuation

10-10



### Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA)

The Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) sets requirements for continuation of health coverage and re-employment in regard to an Employee's military leave of absence. These requirements apply to medical and dental coverage for you and your Dependents. They do not apply to any Life, Shortterm or Long-term Disability or Accidental Death & Dismemberment coverage you may have.

#### **Continuation of Coverage**

For leaves of less than 31 days, coverage will continue as described in the Termination section regarding Leave of Absence.

For leaves of 31 days or more, you may continue coverage for yourself and your Dependents as follows:

You may continue benefits by paying the required premium to your Employer, until the earliest of the following:

24 months from the last day of employment with the Employer;

the day after you fail to return to work; and

the date the policy cancels.

Your Employer may charge you and your Dependents up to 102% of the total premium.

#### Reinstatement of Benefits (applicable to all coverages)

If your coverage ends during the leave of absence because you do not elect USERRA at the expiration of USERRA and you are reemployed by your current Employer, coverage for you and your Dependents may be reinstated if you gave your Employer advance written or verbal notice of your military service leave, and the duration of all military leaves while you are employed with your current Employer does not exceed 5 years.

You and your Dependents will be subject to only the balance of a waiting period that was not yet satisfied before the leave began. However, if an Injury or Sickness occurs or is aggravated during the military leave, full Plan limitations will apply.

If your coverage under this plan terminates as a result of your eligibility for military medical and dental coverage and your order to active duty is canceled before your active duty service commences, these reinstatement rights will continue to apply.

HC-FED18

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### **Claim Determination Procedures under ERISA**

The following complies with federal law. Provisions of applicable laws of your state may supersede.

#### **Procedures Regarding Medical Necessity Determinations**

In general, health services and benefits must be Medically Necessary to be covered under the plan. The procedures for determining Medical Necessity vary, according to the type of service or benefit requested, and the type of health plan. Medical Necessity determinations are made on a preservice, concurrent, or postservice basis, as described below:

Certain services require prior authorization in order to be covered. The Certificate describes who is responsible for obtaining this review. You or your authorized representative (typically, your health care professional) must request prior authorization according to the procedures described below, in the Certificate, and in your provider's network participation documents as applicable.

When services or benefits are determined to be not covered, you or your representative will receive a written description of the adverse determination, and may appeal the determination. Appeal procedures are described in the Certificate, in your provider's network participation documents as applicable, and in the determination notices.

Note: An oral statement made to you by a representative of Cigna or its designee that indicates, for example, a particular service is a Covered Expense, is authorized for coverage by the plan, or that you are eligible for coverage is not a guarantee that you will receive benefits for services under this plan. Cigna will make a benefit determination after a claim is received from you or your authorized representative, and the benefit determination will be based on, your eligibility as of the date services were rendered to you and the terms and conditions of the plan in effect as of the date services were rendered to you.

#### **Preservice Determinations**

When you or your representative requests a required prior authorization, Cigna will notify you or your representative of the determination within 15 days after receiving the request. However, if more time is needed due to matters beyond Cigna's control, Cigna will notify you or your representative within 15 days after receiving your request. This notice will include the date a determination can be expected, which will be no more than 30 days after receipt of the request. If more time is needed because necessary information is missing from the request, the notice will also specify what information is needed, and you or your representative must provide the specified information to Cigna within 45 days after receiving the notice. The determination period will be suspended on the date Cigna sends such a notice of missing information, and the determination period will resume on the date you or your representative responds to the notice.



If the determination periods above would seriously jeopardize your life or health, your ability to regain maximum function, or in the opinion of a health care professional with knowledge of your health condition, cause you severe pain which cannot be managed without the requested services, Cigna will make the preservice determination on an expedited basis. Cigna will defer to the determination of the treating health care professional regarding whether an expedited determination is necessary. Cigna will notify you or your representative of an expedited determination within 72 hours after receiving the request.

However, if necessary information is missing from the request, Cigna will notify you or your representative within 24 hours after receiving the request to specify what information is needed. You or your representative must provide the specified information to Cigna within 48 hours after receiving the notice. Cigna will notify you or your representative of the expedited benefit determination within 48 hours after you or your representative responds to the notice. Expedited determinations may be provided orally, followed within 3 days by written or electronic notification.

If you or your representative attempts to request a preservice determination, but fails to follow Cigna's procedures for requesting a required preservice determination, Cigna will notify you or your representative of the failure and describe the proper procedures for filing within 5 days (or 24 hours, if an expedited determination is required, as described above) after receiving the request. This notice may be provided orally, unless you or your representative requests written notification.

#### **Concurrent Determinations**

When an ongoing course of treatment has been approved for you and you wish to extend the approval, you or your representative must request a required concurrent coverage determination at least 24 hours prior to the expiration of the approved period of time or number of treatments. When you or your representative requests such a determination, Cigna will notify you or your representative of the determination within 24 hours after receiving the request.

#### **Postservice Determinations**

When you or your representative requests a coverage determination or a claim payment determination after services have been rendered, Cigna will notify you or your representative of the determination within 30 days after receiving the request. However, if more time is needed to make a determination due to matters beyond Cigna's control, Cigna will notify you or your representative within 30 days



failure to pay the required premium within 30 calendar days after the due date;

cancellation of the Employer's policy with Cigna;

after electing COBRA continuation coverage, a qualified beneficiary enrolls in Medicare (Part A, Part B, or both);

after electing COBRA continuation coverage, a qualified beneficiary becomes covered under another group health plan, unless the qualified beneficiary has a condition for which the new plan limits or excludes coverage under a preexisting condition provision. In such case coverage will continue until the earliest of: the end of the applicable maximum period; the date the pre-existing condition provision is no longer applicable; or the occurrence of an event described in one of the first three bullets above;

any reason the Plan would terminate coverage of a participant or beneficiary who is not receiving continuation coverage (e.g., fraud).

# Moving Out of Employer's Service Area or Elimination of a Service Area

If you and/or your Dependents move out of the Employer's service area or the Employer eliminates a service area in your location, your COBRA continuation coverage under the plan will be limited to out-of-network coverage only. In-network coverage is not available outside of the Employer's service area. If the Employer offers another benefit option through Cigna or another carrier which can provide coverage in your location, you may elect COBRA continuation coverage under that option.

#### **Employer's Notification Requirements**

Your Employer is required to provide you and/or your Dependents with the following notices:

An initial notification of COBRA continuation rights must be provided within 90 days after your (or your spouse's) coverage under the Plan begins (or the Plan first becomes subject to COBRA continuation requirements, if laterploation rights must



#### When and How to Pay COBRA Premiums

#### First payment for COBRA continuation

If you elect COBRA continuation coverage, you do not have to send any payment with the election form. However, you must make your first payment no later than 45 calendar days after the date of your election. (This is the date the Election Notice is postmarked, if mailed.) If you do not make your first payment within that 45 days, you will lose all COBRA continuation rights under the Plan.

#### Subsequent payments

After you make your first payment for COBRA continuation coverage, you will be required to make subsequent payments of the required premium for each additional month of coverage. Payment is due on the first day of each month. If you make a payment on or before its due date, your coverage under the Plan will continue for that coverage period without any break.

#### Grace periods for subsequent payments

Although subsequent payments are due by the first day of the month, you will be given a grace period of 30 days after the first day of the coverage period to make each monthly payment. Your COBRA continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. However, if your payment is received after the due date, your coverage under the Plan may be suspended during this time. Any providers who contact the Plan to confirm coverage during this time may be informed that coverage has been suspended. If payment is received before the end of the grace period, your coverage will be reinstated back to the beginning of the coverage period. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated. If you fail to make a payment before the end of the grace period for that coverage period, you will lose all rights to COBRA continuation coverage under the Plan.

#### You Must Give Notice of Certain Qualifying Events

If you or your Dependent(s) experience one of the following qualifying events, you must notify the Plan Administrator within 60 calendar days after the later of the date the qualifying event occurs or the date coverage would cease as a result of the qualifying event:

Your divorce or legal separation; or

Your child ceases to qualify as a Dependent under the Plan.

The occurrence of a secondary qualifying event as discussed under "Secondary Qualifying Events" above (this notice must be received prior to the end of the initial 18- or 29month COBRA period). (Also refer to the section titled "Disability Extension" for additional [under "Srrd of th58 Tm 1 ke su4 notiter t)17v( the)70.66299



contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure room of the Employee Benefits Security Administration.

obtain, upon written request to the Plan Administrator, copies of documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each person under the Plan with a copy of this summary financial report.

#### **Continue Group Health Plan Coverage**

continue health care coverage for yourself, your spouse or Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review the documents governing the Plan on the rules governing your federal continuation coverage rights.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your



more time or information is needed to make the determination, we will notify you in writing to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

If a standard appeal of an adverse health care treatment decision is denied by Cigna, the Adverse Health Care Treatment appeal Decision provided to you and your attending or ordering provider will contain:

The names, titles and qualifying credentials of the person(s) evaluating the appeal.

A statement of the appeal reviewer's understanding of the reason for the request for appeal.

Reference to the specific plan provisions upon which the decision is based.

The appeal reviewer's decision in clear terms and the clinical rationale, in sufficient detail, so that you may respond further to Cigna, if necessary.

A reference to the evidence or documentation used as the basis for the decision, including the clinical review criteria used to make the determination. The decision will include: instructions for requesting copies (free of charge) of information relevant to the claim, including any referenced evidence, documentation or clinical review criteria not previously provided to you; or the actual copies of such additional clinical review criteria, if you previously submitted a written request for the clinical review criteria used in the initial adverse health care treatment decision.

If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit decision, either: the specific rule, guideline, protocol, or other similar criterion; or a statement referring to the rule, guideline, protocol, or other similar criterion that was relied upon in making the adverse decision. Copies will be provided to you, free of charge, upon request.

Notice of any subsequent appeal rights available to you, and the procedure and time limitation for exercising those rights.

Notice of the availability of any applicable office if health insurance consumer assistance or ombudsman established under the federal Affordable Care Act.

Notice of your right to contact the Maine Insurance Superintendent's office. (See the provision **Assistance from the State of Maine**.)

# Expedited Appeal of an Adverse Health Care Treatment Decision

An expedited appeal of an adverse health care treatment decision is available to you, or to a provider acting on your behalf, when the time frame for the standard appeal of an adverse health care treatment decision would seriously jeopardize your life or health, or your ability to regain maximum function. If you request that your appeal be expedited, you may also ask for an expedited external Independent Review at the same time, if the time to complete an expedited appeal would be detrimental to your medical condition.

Additionally, Cigna will provide expedited review to all requests concerning an admission, availability of care, continued stay or a health care services if you have received Emergency Services, but have not been discharged from a health care facility.

An expedited appeal will be evaluated by an appropriate clinical peer or peers. The clinical peer shall not have been involved in the initial adverse health care treatment decision. The clinical peer may not be a subordinate of the clinical peer involved in the prior decision.

All information necessary to the expedited review, including Cigna's decision, will be transmitted between all parties by telephone, facsimile, electronic means or the most expeditious method available.

Cigna will make a decision as expeditiously as your medical condition requires, but in no event more than 72 hours after the expedited appeal is initiated. Cigna will notify you and a provider acting on your behalf via telephone. Written confirmation will be provided within two working days of any notification provided by other means.



A description of the expedited review process applicable to claims involving urgent care.

The availability of any applicable office of health insurance consumer assistance or ombudsman established under the federal -under the



When you request the opportunity to appear in person before Cigna-authorized representatives, Cigna's procedures for conducting a second level panel review will include the following:

The review panel will schedule and hold a review meeting within 45 days of your request. For required preservice and concurrent care coverage determinations, the review will be completed within 15 calendar days and for postservice claims, the review will be completed within 30 calendar days. The review meeting will be held during regular business hours at a location reasonably accessible to you. Cigna will offer you the opportunity to communicate with



internal rule, guideline, protocol or other similar criterion that was relied upon in making the adverse determination regarding your appeal, and an explanation of the scientific or clinical judgment for a determination that is based on a Medical Necessity, experimental treatment or other similar exclusion or limit; and (7) information about any office of health insurance consumer assistance or ombudsman available to assist you in the appeal process. A final notice of adverse determination will include a discussion of the decision.

You also have the right to bring a civil action under section 502(a) of ERISA if you are not satisfied with the decision on review. You or your plan may have other voluntary alternative dispute resolution options such as Mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your state insurance regulatory agency. You may also contact the Plan Administrator.

#### **Relevant Information**

Relevant Information is any document, record, or other information which (a) was relied upon in making the benefit determination; (b) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; (c) demonstrates compliance with the administrative processes and safeguards required by federal law in making the benefit determination; or (d) constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit or the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

#### Legal Action

If your plan is governed by ERISA, you have the right to bring a civil action under section 502(a) of ERISA if you are not satisfied with the outcome of the Appeals Procedure. In most instances, you may not initiate a legal action against Cigna until you have completed the Level One and Level Two Appeal processes. If your Appeal is expedited, there is no need to complete the Level Two process prior to bringing legal action.

## Definitions

#### **Active Service**

You will be considered in Active Service:

on any of your Employer's scheduled work days if you are performing the regular duties of your work on a full-time basis on that day either at your Employer's place of business or at some location to which you are required to travel for your Employer's business. on a day which is not one of your Employer's scheduled work days if you were in Active Service on the preceding scheduled work day.

#### Ambulance

Licensed ambulance transportation services involve the use of specially designed and equipped vehicles for transporting ill or injured patients. It includes ground, air, or sea transportation when Medically Necessary and clinically appropriate.

#### Ancillary Charge

An additional cost, outside of plan cost sharing detailed in The Schedule of Prescription Drug Benefits, which may apply to some Prescription Drug Products when you request a more expensive Brand Drug when a lower cost, Therapeutic Equivalent, Generic Drug is available. The Ancillary Charge is the amount by which the cost of the requested Brand Drug exceeds the cost of the Generic Drug.

#### Biologic

A virus, therapeutic serum, toxin, antitoxin, vaccine, blood, blood component or derivative, allergenic product, protein (except any chemically synthesized polypeptide), or analogous product, or arsphenamine or derivative of arsphenamine (or any other trivalent organic arsenic compound), used for the prevention, treatment, or cure of a disease or condition of human beings, as defined under Section 351(i) of the Public Health Service Act (42 USC 262(i)) (as amended by the Biologics Price Competition and Innovation Act of 2009, title VII of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, § 7002 (2010), and as may be amended thereafter).

#### Biosimilar

A Biologic that is highly similar to the reference Biologic product notwithstanding minor differences in clinically inactive components, and has no clinically meaningful differences from the reference Biologic in terms of its safety, purity, and potency, as defined under Section 351(i) of the Public Health Service Act (42 USC 262(i)) (as amended by the Biologics Price Competition and Innovation Act of 2009, title VII of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, § 7002 (2010), and as may be amended thereafter).

#### **Brand Drug**



DataBank or another nationally recognized drug indicator source, that classify drugs or Biologics as either brand or generic based on a number of factors. Not all products identified as a "brand name" by the manufacturer, Pharmacy, or your Physician may be classified as a Brand Drug under the plan.

#### **Business Decision Team**

A committee comprised of voting and non-voting representatives across various Cigna business units such as clinical, medical and business leadership that is duly authorized by Cigna to effect changes regarding coverage treatment of Prescription Drug Products and Medical Pharmaceuticals based on clinical findings provided by the P&T Committee, including, but not limited to, changes regarding tier placement and application of utilization management to Prescription Drug Products and Medical Pharmaceuticals.

#### Charges

The term charges means the actual billed charges; except when Cigna has contracted directly or indirectly for a different amount including where Cigna has directly or indirectly contracted with an entity to arrange for the provision of services and/or supplies through contracts with providers of such services and/or supplies.

#### **Convenience Care Clinic**

Convenience Care Clinics are staffed by nurse practitioners and physician assistants and offer customers convenient, professional walk-in care for common ailments and routine services. Convenience Care Clinics have extended hours and are located in or near easy-to-access, popular locations (pharmacies, grocery and free-standing locations) with or without appointment.

#### **Custodial Services**

Any services that are of a sheltering, protective, or safeguarding nature. Such services may include a stay in an institutional setting, at-home care, or nursing services to care for someone because of age or mental or physical condition. This service primarily helps the person in daily living. Custodial care also can provide medical services, given mainly to maintain the person's current state of health. These services cannot be intended to greatly improve a medical condition; they are intended to provide care while the patient cannot care for himself or herself. Custodial Services include but are not limited to:

Services related to watching or protecting a person;

Services related to performing or assisting a person in whenNoit(y) any any and a service of the service of the

Services not required to be performed by trained or skilled medical or paramedical personnel.

#### Dependent

Dependents are:

your lawful spouse; or

your Domestic Partner; and

any child of yours who is:

less than 26 years old.

26 or more years old, unmarried, and primarily supported sta, med10 Tf [497(less than 26 ol)m9pable serl-s inaporQE 8 Tf 1

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or the symptoms of an illness, Injury or disease in a manner that is:

consistent with generally accepted standards of medical practice;

clinically appropriate in terms of type, frequency, extent, site and duration;

demonstrated through scientific evidence to be effective in improving health outcomes;

representative of "best practices" in the medical profession; and

not primarily for the convenience of the enrollee or Physician or Other Health Professional.

In determining whether health care services, supplies, or medications are Medically Necessary, the Medical Director or Review Organization may rely on the clinical coverage policies maintained by Cigna or the Review Organization. Clinical coverage policies may incorporate, without limitation and as applicable, criteria relating to U.S. Food and Drug Administration-approved labeling, the standard medical reference compendia and peer-reviewed, evidence-based scientific literature or guidelines.

#### Medicare

The term Medicare means the program of medical care benefits provided under Title XVIII of the Social Security Act of 1965 as amended.

#### **Necessary Services and Supplies**

The term Necessary Services and Supplies includes any charges, except charges for Room and Board, made by a Hospital for medical services and supplies actually used during Hospital Confinement.

The term Necessary Services and Supplies will not include any charges for special nursing fees, dental fees or medical fees.

#### **Network Pharmacy**

A retail or home delivery Pharmacy that has:

entered into an agreement with Cigna or an entity contracting on Cigna's behalf to provide Prescription Drug Products to plan enrollees.

agreed to accept specified reimbursement rates for dispensing Prescription Drug Products.

been designated as a Network Pharmacy for the purposes of coverage under your Employer's plan.

This term may also include, as applicable, an entity that has directly or indirectly contracted with Cigna to arrange for the provision of any Prescription Drug Products the charges for which are Covered Expenses.

#### **New Prescription Drug Product**

A Prescription Drug Product, or new use or dosage form of a previously FDA-approved Prescription Drug Product, for the period of time starting on the date the Prescription Drug Product or newly-approved use or dosage form becomes available on the market following approval by the U.S. Food and Drug Administration (FDA) and ending on the date Cigna makes a Prescription Drug List coverage status decision.

#### **Non-PPACA Preventive Medication**

Non-PPACA Preventive Medication are certain Prescription Drug Products used to prevent a disease that has not yet manifested itself or not yet become clinically apparent or to prevent the reoccurrence of a disease from which a person has recovered, such as Prescription Drug Products with demonstrated effectiveness in primary or secondary disease prevention. The term Non-PPACA Preventive Medication does not include medications covered at 100% as required as preventive care services by PPACA, the terms of coverage for which are addressed separately in this plan.

#### Nurse

The term Nurse means a Registered Graduate Nurse, a Licensed Practical Nurse or a Licensed Vocational Nurse who has the right to use the abbreviation "R.N.," "L.P.N." or "L.V.N."

#### **Other Health Care Facility**

The term Other Health Care Facility means a facility other than a Hospital or Hospice Facility. Examples of Other Health Care Facilities include, but are not limited to, licensed skilled nursing facilities, rehabilitation Hospitals and subacute facilities.

#### **Other Health Professional**

The term Other Health Professional means an individual other than a Physician who is licensed or otherwise authorized under the applicable state law to deliver medical services and supplies and who provides a service covered under the Plan. Other Health Professionals include, but are not limited to physical therapists, registered nurses, registered nurse first assistants, and licensed practical nurses, certified nurse practitioners, advanced practice nurses, physician assistants, certified midwives and nurse midwives, psychologists, certified nurse anesthetists, dentists, dental hygienists, naturopathic physicians, social workers, pastoral counselors,

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Certain medication consultation and other medication administration services that support drug therapy;

Certain digital products, applications, electronic devices, software and cloud-based service solutions used to predict, detect and monitor health conditions in support of drug therapy.

#### **Prescription Order or Refill**

The lawful directive to dispense a Prescription Drug Product issued by a Physician whose scope of practice permits issuing such a directive.

#### **Preventive Care Medications**

The Prescription Drug Products or other medications (including over-the-counter medications) designated as payable by the plan at 100% of the cost (without application of any Deductible, Copayment or Coinsurance) as required by applicable law under any of the following:

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

With respect to infants, children and adolescents, evidenceinformed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services 10.70es Ta



#### **Specialty Medication - for Prescription Drug Benefits**

The term Specialty Medication means high cost medications which are used to treat rare and chronic conditions which include, but are not limited to, multiple sclerosis, hepatitis C or rheumatoid arthritis.

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#### **Specialty Prescription Drug Product**

A Prescription Drug Product or Medical Pharmaceutical considered by Cigna to be a Specialty Prescription Drug Product based on consideration of the following factors, subject to applicable law: whether the Prescription Drug Product or Medical Pharmaceutical is prescribed and used for the treatment of a complex, chronic or rare condition; whether the Prescription Drug Product or Medical Pharmaceutical has a high acquisition cost; and, whether the Prescription Drug Product or Medical Pharmaceutical is subject to limited or restricted distribution, requires special handling and/or requires enhanced patient education, provider coordination or clinical oversight. A Specialty Prescription Drug Product may not possess all or most of the foregoing characteristics, and the presence of any one such characteristic does not guarantee that a Prescription Drug Product or Medical Pharmaceutical will be considered a Specialty Prescription Drug Product. Specialty Prescription Drug Products may vary by plan benefit assignment based on factors such as method or site of clinical administration, or by tier assignment or utilization management requirements based on factors such as acquisition cost. You may determine whether a medication is a Specialty Prescription Drug Product through the website shown on your ID card or by calling member services at the telephone number on your ID card.

#### Stabilize

Stabilize means, with respect to an Emergency Medical Condition, to provide medical treatment as necessary to assure that no material deterioration of the condition is likely if the individual is transferred from a facility, or, with respect to a pregnant woman who is having contractions, to deliver.

#### **Terminal Illness**

A Terminal Illness will be considered to exist if a person becomes terminally ill with a prognosis of six months or less to live, as diagnosed by a Physician.

#### Therapeutic Alternative

A Prescription Drug Product or Medical Pharmaceutical that is of the same therapeutic or pharmacological class, and usually can be expected to have similar outcomes and adverse reaction profiles when administered in therapeutically equivalent doses as, another Prescription Drug Product, Medical Pharmaceutical or over-the-counter medication.

#### Therapeutic Equivalent

A Prescription Drug Product or Medical Pharmaceutical that is a pharmaceutical equivalent to another Prescription Drug Product, Medical Pharmaceutical or over-the-counter medication.

#### **Urgent Care**

Urgent Care is medical, surgical, Hospital or related health care services and testing which are not Emergency Services, but which are determined by Cigna, in accordance with generally accepted medical standards, to have been necessary to treat a condition requiring prompt medical attention. This does not include care that could have been foreseen before leaving the immediate area where you ordinarily receive and/or were scheduled to receive services. Such care includes, but is not limited to, dialysis, scheduled medical treatments or therapy, or care received after a Physician's recommendation that the insured should not travel due to any medical condition.

#### Usual and Customary (U&C) Charge

The usual fee that a Pharmacy charges individuals for a Prescription Drug Product (and any services related to the dispensing thereof) without reference to reimbursement to the Pharmacy by third parties. The Usual and Customary (U&C) Charge includes a dispensing fee and any applicable sales tax.