

SERFF Tracking Number: NGLI-125893021 State: Arkansas
Filing Company: National Guardian Life Insurance Company State Tracking Number: 40805
Company Tracking Number:
TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug
Product Name: Rx Drug - Revised
Project Name/Number: RX Drug - Revised/

Filing at a Glance

Company: National Guardian Life Insurance Company

Product Name: Rx Drug - Revised SERFF Tr Num: NGLI-125893021 State: ArkansasLH
TOI: H17G Group Health - Prescription Drug SERFF Status: Closed State Tr Num: 40805
Sub-TOI: H17G.000 Health - Prescription Drug Co Tr Num: State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Rosalind Minor
Author: Peggy Kratz Disposition Date: 11/10/2008
Date Submitted: 11/07/2008 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: RX Drug - Revised Status of Filing in Domicile: Not Filed
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Overall Rate Impact: Group Market Type: Employer, Association
Filing Status Changed: 11/10/2008
State Status Changed: 11/10/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

The purpose of this filing is to replace a previously approved form.

Form Number NRXGRPCT 4/08 AR was approved under SERFF File NGLI-125659536 on June 3, 2008.

Please be advised the product has not been released therefore no coverage is in force for any individuals.

We have added an additional exclusion for Brand Name Drugs. The exclusion is bracketed in the event the option to

SERFF Tracking Number: NGLI-125893021 State: Arkansas
 Filing Company: National Guardian Life Insurance Company State Tracking Number: 40805
 Company Tracking Number:
 TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug
 Product Name: Rx Drug - Revised
 Project Name/Number: RX Drug - Revised/

include or not to include is available.

Thank you.

Company and Contact

Filing Contact Information

Peggy Kratz, Senior Policy Forms Specialist plkratz@nglic.com
 P.O. Box 1191 (608) 443-5325 [Phone]
 Madison, WI 53701-1191 (608) 443-5365[FAX]

Filing Company Information

National Guardian Life Insurance Company CoCode: 66583 State of Domicile: Wisconsin
 P.O. Box 1191 Group Code: Company Type: LAH
 Madison, WI 53701-1191 Group Name: State ID Number:
 (800) 626-7931 ext. 5790[Phone] FEIN Number: 39-0493780

Filing Fees

Fee Required? Yes
 Fee Amount: \$0.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Guardian Life Insurance Company	\$50.00	11/07/2008	23789968

SERFF Tracking Number: NGLI-125893021 State: Arkansas
Filing Company: National Guardian Life Insurance Company State Tracking Number: 40805
Company Tracking Number:
TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug
Product Name: Rx Drug - Revised
Project Name/Number: RX Drug - Revised/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/10/2008	11/10/2008

SERFF Tracking Number: *NGLI-125893021* *State:* *Arkansas*
Filing Company: *National Guardian Life Insurance Company* *State Tracking Number:* *40805*
Company Tracking Number:
TOI: *H17G Group Health - Prescription Drug* *Sub-TOI:* *H17G.000 Health - Prescription Drug*
Product Name: *Rx Drug - Revised*
Project Name/Number: *RX Drug - Revised/*

Disposition

Disposition Date: 11/10/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NGLI-125893021 State: Arkansas
 Filing Company: National Guardian Life Insurance Company State Tracking Number: 40805
 Company Tracking Number:
 TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug
 Product Name: Rx Drug - Revised
 Project Name/Number: RX Drug - Revised/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Form	Group Outpatient Prescription Drug Certificate	Approved-Closed	Yes

SERFF Tracking Number: NGLI-125893021 State: Arkansas
 Filing Company: National Guardian Life Insurance Company State Tracking Number: 40805
 Company Tracking Number:
 TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug
 Product Name: Rx Drug - Revised
 Project Name/Number: RX Drug - Revised/

Form Schedule

Lead Form Number: NRXGRPCT 4/08 AR

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	NRXGRPC T 4/08 AR	Certificate	Group Outpatient Prescription Drug Certificate	Initial		44	NRXGRPCT 4-08 AR [Brand].pdf



NATIONAL GUARDIAN LIFE INSURANCE COMPANY
2 East Gilman Street Madison, Wisconsin 53701

**GROUP CERTIFICATE PROVIDING
OUTPATIENT PRESCRIPTION DRUG BENEFITS**

Underwritten by: National Guardian Life Insurance Company
Two East Gilman Street
P.O. Box 1191
Madison, WI 53701-1191

Administrator: [Name]
[Address]

This Certificate explains the insurance coverage under the Group Policy (the Policy) issued to the Policyholder. This Certificate replaces any previous Certificates of Insurance issued under the Policy to You.

The Policyholder and the Group Policy Number are shown in the Certificate Schedule page.

This Certificate provides a description of Your Prescription Drug benefits. All benefits are governed by the terms and conditions of the Policy. You may examine the Policy during regular business hours by contacting the Policyholder.

This Certificate is renewable at the option of the Company. Please read the termination provisions of this Certificate.


Sherri Kliczak, Secretary


John Larson, President

**THIS IS A LEGAL CONTRACT
PLEASE READ YOUR CERTIFICATE CAREFULLY**

THIS IS NOT A MEDICARE SUPPLEMENT POLICY

TABLE OF CONTENTS

PART I. CERTIFICATE SCHEDULE Page 3

PART II. DEFINITIONS..... Page 4

PART III. ELIGIBILITY AND ENROLLMENT Page 7

 A. Eligibility Page 7

 B. Enrollment Page 8

PART IV. INDIVIDUAL EFFECTIVE DATES Page 8

PART V. INDIVIDUAL TERMINATION DATES Page 9

PART VI. INDIVIDUAL PREMIUMS Page 9

PART VII. PRESCRIPTION DRUG COVERAGE..... Page 9

 Prescription Drugs Purchased With Drug Card Page 9

 Prescription Drugs Purchased Without Drug Card Page 10

 Prescription Drugs Purchased By Mail Order (if elected) Page 10

PART VIII. LIMITATIONS AND EXCLUSIONS Page 10

 A. Limitations Page 10

 B. Exclusions Page 10

PART IX. CLAIM PROVISIONS Page 11

PART X. GRIEVANCE PROCEDURE..... Page 12

PART XI. GENERAL PROVISIONS Page 13

[PART XII. REPLACEMENT OF EXISTING COVERAGE Page 13]

PART I. CERTIFICATE SCHEDULE

**[Insured: [John Doe and his Eligible Dependents]
[All [Members of] [Employees in] the Eligible Class]
[All Eligible Dependents, if elected]**

[Certificate Number: [RX123456]]

Policyholder: [ABC Employer / Association/ MET]

Group Policy Number: [GP12345]

Policyholder Address: [State]

Effective Date: [June 1, 2008]

[Premium Due Date: 1st of Every Month]

Anniversary Date: [June 1, 2009]

**[Premium Mode: [Monthly] [Quarterly]
[Semi-Annual][Annual]]**

[Premium Amount: \$XX.XX]

Initial Term: [12 Months]

**[Eligible Classes: [All Members of ABC [Association]
[Union]]**

**[Class 1: All Full Time Employees Working At Least 30
Hours Per Week After Completing 60 Days Of Service**

**Class 2: Part-time Employees who work at least 17.5 hours per
week, but less than 30 hours per week.**

Class 3: Retirees ages 55-65]]

[Waiting Period:

**[As selected by the Policyholder] [0 days for Generic Drug]
[90 days for Brand Name Drug]]**

Open Enrollment Period:

[As selected by the Policyholder]

Benefit Amount:

**[100% of Covered Charges, after any [Deductible] [and] Co-
pay, subject to any maximums.]**

Benefit Period:

[Calendar Year]

**[Maximum Payable Per Benefit Period
Per Insured**

[\$0 - \$1,000,000]

**[Deductible Per Benefit Period
Per Insured**

[\$0 - \$10,000]

Co-Pay:

[Generic

**[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%]
[0%-100%] [\$0 - \$100]]**

[Brand Name (Formulary)

**[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%]
[0%-100%] [\$0 - \$100]]**

[Brand Name (Non-Formulary)

**[The [greater] [lesser] of [\$0 - \$100] and [0% - 100%]
[0%-100%] [\$0 - \$100]]**

[Mail Service Generic

**[The [greater] [lesser] of [\$0 - \$100] and [0% - 75%]
[0%-75%] [\$0 - \$100]]**

[Mail Service Brand Name (Formulary)

**[The [greater] [lesser] of [\$0 - \$200] and [0% - 100%]
[0%-100%] [\$0 - \$200]]**

[Mail Service Brand Name (Non-Formulary)

**[The [greater] [lesser] of [\$0 - \$200] and [0% - 100%]
[0%-100%] [\$0 - \$300]]**

PART II. DEFINITIONS

Administrator - The entity which provides complete service and facilities for the writing and servicing of the Policy as agreed to in a contract with Us.

Benefit Period - The period of time when benefits are payable. Unless stated otherwise on the Schedule, a Benefit Period is a Calendar Year.

Brand Name Drug – A drug that is: (1) approved by the Food and Drug Administration; and (2) protected by the trademark registration of the pharmaceutical company that produces such drug.

Calendar Year Plan – A one year period that begins on January 1st at 12:01 a.m. Standard Time and ends on January 1st at 12:01 a.m. Standard Time of the following year at the Policyholder's address.

Covered Charge - The necessary and reasonable expenses incurred by an Insured for a Medically Necessary outpatient Prescription Drug that:

1. requires a written prescription by a Prescriber;
2. is dispensed in the Insured's name by a licensed pharmacist;
3. is approved for treatment of the Insured's illness or injury;
4. is not specifically excluded under the Certificate;
5. You or the Insured is legally obligated to pay;
6. [has received Prior Authorization, if required;]
- [7.] is not taken while in or administered by a hospital or any other health care facility or office.

Co-Pay – The minimum portion of each Prescription Drug charge an Insured must pay.

Covered Dependent – Means an Eligible Dependent who is insured under this Certificate.

[Deductible – The dollar amount of Covered Charges that must be paid by an Insured before benefits will be paid. The Deductible amount is shown in the Certificate Schedule. Deductibles are applied for each Benefit Period. Charges excluded under the Certificate will not be used to satisfy the Deductible.]

[Domestic Partner - means two people in a relationship that satisfy the following. Each person:

1. is unmarried, at least eighteen (18) years of age, resides with the other partner and intends to continue to reside with the other partner for an indefinite period of time;
2. is the sole Domestic Partner of the other partner and not have had another domestic partner in the last 12 months;
3. is not related to the other partner by adoption or blood;
4. share the same permanent address for at least 12 consecutive months and intend to so indefinitely;
5. share joint financial responsibility for basic living expenses and welfare of the other partner;
6. meets (or agrees to meet) the requirements of any applicable federal, state or local laws or ordinances for Domestic Partnerships; and
7. demonstrates financial interdependence by submission of proof of four (4) of the following:
 - a. a Domestic Partnership agreement;
 - b. a joint mortgage or lease;
 - c. an execution of wills naming each other as executor and/or beneficiary;
 - d. a durable property and health care powers of attorney;
 - e. a joint title to an automobile, or joint bank account or credit account; or
 - f. evidence of other joint financial responsibility to establish economic interdependency under the circumstances of the particular case.]

Eligible Class – Means the group of people who are eligible for coverage under the Group Policy. The [Members of] [Employees in] the Eligible Class(es) are shown in the [Certificate Schedule] [and the] [Application for the Group Policy]. [Each [Member of] [Employee in] the Eligible Class will qualify for insurance on the date He completes the required Waiting Period, if any.]

Eligible Dependent - Means a person listed below:

1. Your spouse [or lawful Domestic Partner];
2. Your unmarried dependent child under age [19] [21] [22], who is your natural or adopted child, step-child, foster child, or child for whom you are a legal guardian and who is primarily dependent on You for support and maintenance.
3. Your unmarried child age [19] [21] [22] or older but less than age [23] [24] [25] [26] who is:
 - a. Not regularly employed on a full-time basis;
 - b. Primarily dependent upon You for support and maintenance; and
 - c. Enrolled as a full-time student in an accredited educational institution or licensed trade school.
4. Your unmarried child who has reached age [19] [21] [22] and who is:
 - a. primarily dependent upon You for support and maintenance; and
 - b. incapable of self-sustaining employment by reason of mental retardation, mental illness or disorder or physical handicap.Proof of the child's incapacity or dependency must be furnished to Us for an already enrolled child who reaches the age limitation, or when You enroll a new disabled child under the plan.

Formulary – A list of prescription medications that are covered under the Certificate. The Formulary categorizes prescription medications into categories of: preferred Brand, non-preferred Brand and preferred Generic. The Formulary is updated regularly. For the most up to date information, please contact the Policyholder or the Administrator.

Generic Drug - Therapeutically equivalent drugs as determined by the Food and Drug Administration, which are identical to the Brand Name drugs in strength or concentration, dosage form, intended use and how it is taken.

He, Him and His – Refers to the male or female gender.

Initial Term - The period following [the group's initial] [Your] effective date and shown in the Certificate Schedule. Rates are guaranteed not to change during this period.

Insured – Means You (the Insured [Member] [Employee]) and each Covered Dependent.

Insured [Member] [Employee]– Means a person:

1. who is in an Eligible Class of the Policyholder; and
- [2.] [who has qualified for insurance by completing the Waiting Period, if any; and]
- [3.] for whom insurance under the Policy has become effective.

Legend, Legend Drug, or Legend Vitamin – Any medical substance whose label is required to bear the legend “Caution: Federal Law Prohibits Dispensing Without A Prescription” or a state restricted drug that may not require a prescription under Federal Law, but does require one under state law.

Medically Necessary – The Prescription Drug is necessary and appropriate for the diagnosis or treatment of a condition based on generally accepted current medical practice. A Prescription Drug is NOT considered Medically Necessary if it: (1) is provided only as a convenience to the Insured or provider; (2) is not appropriate treatment for the Insured's diagnosis or symptoms; (3) exceeds (in scope, duration or intensity) that level of care needed to provide safe, adequate and appropriate diagnosis or treatment; or (4)

is part of a plan of treatment that is experimental, unproven or related to a research protocol. Because any particular Prescriber may prescribe, order, recommend, or approve a Prescription Drug does not, of itself, make the service or supply Medically Necessary.

[Member] [Employee] – Means a person who belongs to an Eligible Class of the Policyholder.

Non-Participating Pharmacy – A pharmacy that does not participate in a program used by Us to provide Prescription Drugs in accordance with the provisions of the Policy.

Outpatient – Not taken in or not administered by a hospital or any other health care facility or office.

Participating Pharmacy – A pharmacy that has agreed to participate in a program used by Us to provide Prescription Drugs in accordance with the provisions of the Policy.

Policyholder – The group [employer] who has entered into a contract with Us to provide coverage under the Policy.

[Prior-Authorization] – Authorization by the Administrator to include certain Prescription Drugs as a Covered Charge. The list of drugs that require Prior-Authorization is updated regularly. For the most up to date information, please contact the Policyholder or the Administrator.]

Prescriber – A duly licensed physician, dentist, optometrist, certified midwife, nurse practitioner/clinical nurse specialist, physician assistant or other health care practitioner who is authorized by law to write prescriptions or medication orders intended for the treatment or prevention of disease. The Prescriber cannot be a member of the Insured's Immediate Family. Immediate Family means any person related by blood or marriage to the Insured. It also means any person residing with the Insured.

Prescription Drug – All Outpatient Medically Necessary Legend Drugs that are: (1) non-injectable medications shown on the Formulary, unless otherwise specifically excluded; or (2) any of the following:

[1. Diabetic Products

[Over-the-counter Diabetic supplies – alcohol swabs, lancets, lancets devices, test strips and tablets (urine, blood glucose, ketone).]

[Insulin and insulin syringes]]

[2. Family Planning

[Diaphragms (one per Insured per Benefit Period)]

[Oral contraceptives]

[Erectile dysfunction Legend Drugs],

[Viagra, limited to four (4) tablets per Insured, per month.]

[Infertility Legend Drugs]

[Condoms, spermicides and sexual dysfunction drugs.]]

[3. Self-administered Injectables

[Epi-Pen, Epi-Pen Jr., Ana-Kit, Ana-Guard]

[Glucagon-auto injection]

[Imitrex-auto injection (18-25 mg., 9-50 mg., 2 kit/mo.)]]

[4. Smoking Deterrents

[Legend smoking deterrents.]]

[5. Nutritional Products

[Pediatric Legend Vitamins]

[Prenatal Legend Vitamins]

[Prescription versions of Vitamins A, D, K, B12, Folic Acid and Niacin – used in treatment versus as a dietary supplement]

[All other Legend Vitamins and Nutritional supplements]]

[6. Other Legend Drugs

- [Acne products (Retin-A only up to 24th birthday)]
- [Compounds, one ingredient must be Legend]
- [Cough and Cold]
- [Immunosuppressants]
- [7. Vacation supplies and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs, up to a 30-day supply]

All over-the-counter and injectable medications are excluded, unless shown above. If classifications contain both prescribed and over-the-counter or both injectable and non-injectable products, only the non-injectable, prescribed products will be covered unless shown above.

[Regular and Customary Activities – Means a person can carry on a substantial part of the standard and commonly practiced activities of a person in good health of the same age and sex. Activities performed while confined in a hospital or other medical institution may not be used to meet this requirement.]

[Step Therapy – The process by the Administrator by which certain Prescription Drugs can be obtained only after comparable prescription drugs are proved unsuccessful for the Insured by the Prescriber. The list of Step Therapy drugs is updated regularly. For the most up to date information, please contact the Policyholder or the Administrator.]

You or Your – The Insured [Member] [Employee].

[Waiting Period - The period of time You must wait before You are eligible for coverage. The Waiting Period, if any, is specified in the Policyholder’s Group Application and shown in the Certificate Schedule.]

We, Our, Us – Refers to either National Guardian Life Insurance Company or the Administrator.

PART III. ELIGIBILITY AND ENROLLMENT

A. ELIGIBILITY

To be eligible for coverage under the Policy, an individual must:

1. be in an Eligible Class of the Policyholder, as defined in the Certificate Schedule[; and
2. satisfy the Waiting Period, if any].

Your Eligible Dependents are also eligible for coverage, provided that Dependent coverage is provided under the Policy.

Dual Eligibility Status: If both You and Your spouse [or Domestic Partner] are in an Eligible Class of the Policyholder, [each of You may enroll individually or as a dependent of the other, but not as both. Any Eligible Dependent child may also only be enrolled by one parent. If the spouse [or Domestic Partner] carrying dependent coverage ceases to be eligible, dependent coverage automatically becomes effective under the other spouse’s [or Domestic Partner’s] coverage]. **OR** [enrollment will default to the Policyholder’s rules.]

B. ENROLLMENT

The term “Enrollment” means written or electronic application for coverage on an enrollment form furnished or approved by Us. Coverage will not become effective until the [Members] [Employees] have enrolled themselves and their Eligible Dependents, and paid the required premium, if any.

[Initial Enrollment: [Members] [Employees] should enroll themselves and their Eligible Dependents within [31 days] of [the Waiting Period] [the date they become part of an Eligible Class.] [Individuals who enroll after this time are considered Late Entrants.]

[Open Enrollment: [Members] [Employees] may enroll themselves and their Eligible Dependents during an open enrollment period. Open enrollment is a period of time specified by the Policyholder. It usually occurs once each Calendar Year but may, at the Policyholder's discretion, occur more frequently. Other changes may also be restricted to Open Enrollment periods.]

[Late Entrants: [Members] [Employees] who do not enroll themselves or their Eligible Dependents within the Initial Enrollment period, may not enroll until the next Open Enrollment period unless there is a change in family status, as described below.]

Change in Family Status: [Members] [Employees] may enroll or change their coverage if a change in family status occurs, provided written application to enroll is made within [31 days] of the event. A change in family status means any of the following events:

1. Marriage [or Domestic Partnership];
2. Divorce or legal separation;
3. Birth or adoption of a child;
4. Death of a spouse or child;
5. Other changes as permitted by the Policyholder.

[Coverage changes due to a change in family status may be limited to Open Enrollment periods.]

PART IV. INDIVIDUAL EFFECTIVE DATES

Your coverage will be effective on the later of the following dates, provided that any required premium is paid to Us:

1. the Policyholder's Effective Date, shown on the Certificate Schedule; or
2. the date You meet all the Eligibility and Enrollment requirements.

For Eligible Dependents acquired after Your effective date of coverage, by reason of marriage, [Domestic Partnership,] birth or adoption, coverage is effective [[30] days after][on] [the date such dependent was acquired.][the date specified by the Policyholder.] This is subject to our receipt of the required Enrollment and payment of the premium, if any.

[Delayed Effective Dates: If any person eligible for coverage is: (1) confined at home or in a hospital or medical institution, or (2) not engaged in his Regular and Customary Activities on the day coverage would otherwise begin, then coverage will begin the first of the month following the day he: (1) is no longer confined at home or in the hospital or medical institution; and (2) engages in his Regular and Customary Activities.]

Newborn Children: Newborn children are automatically covered under the terms of the policy from the moment of birth. Coverage for newborn will be in effect until the 91st day following the date of such event. If You desire uninterrupted coverage for a newborn child, You must notify Us within 91 days of the child's birth.

Adopted Children: Coverage for adopted children will begin on the date of the filing of Your petition for adoption if You apply for such coverage within sixty (60) days after the filing of the petition. However, coverage will begin from the moment of birth of the adopted child if Your application for coverage is filed within sixty (60) days after the birth of the minor.

PART V. INDIVIDUAL TERMINATION DATES

Coverage for You and all Covered Dependents stops on the earliest of the following dates:

1. the date the Policy terminates;
2. the date the Policyholder's coverage terminates under the Policy;
3. the last day [of the month in which] You are no longer [a Member of] [an Employee in] an Eligible Class;
4. the date You die;
5. on any premium due date, if full payment for Your insurance is not made within 31 days following the premium due date.

In addition, coverage for each Covered Dependent stops on the earliest of:

1. the date He is no longer an Eligible Dependent;
2. the date We receive your request to terminate Covered Dependent coverage. [This is subject to any limitation imposed by the Policyholder as to when a change is permitted; e.g. under an Open Enrollment period.]

PART VI. INDIVIDUAL PREMIUMS

You may be required to contribute, either in whole or in part, to the cost of Your insurance. This is subject to the terms established by the Policyholder. All premiums must be paid to Us [by the Policyholder]. [The premiums are shown on the Certificate Schedule.]

[The first premium is due on the Effective Date. Premiums after the first are due on the Premium Due Date or within the grace period.]

[Grace Period: A grace period of 31 days is granted for the payment of each premium due after the first. The coverage stays in force if the premium is paid during this grace period, unless We are given written notice that the insurance is to be ended before the Grace Period. We may require payment of any pro-rata premium for the time the insurance was in effect during the Grace Period.]

Right to Change Premiums: We have the right to change the premium rates on any premium due date on or after the Initial Term. After the Initial Term, We will not increase the premium rates more than once in a [6] month period. We will give the Policyholder written notice at least [45] days in advance of any change. All changes in rates are subject to terms outlined in the Policy.

PART VII. PRESCRIPTION DRUG BENEFIT PROVISION

The Benefit Amounts shown on the Schedule are payable for Covered Charges incurred by an Insured for the purchase of Prescription Drugs from a Participating or Non-Participating Pharmacy. Any [Deductible must be satisfied before benefits will be paid and the] Co-Pay must be paid by the Insured for each Prescription Drug or authorized refill. All Benefit Amounts are subject to the maximums listed on the Schedule.

Prescription Drugs Purchased with Drug Card

You will be given a Prescription Drug card. You are required to present the Prescription Drug card to the Participating Pharmacy and must pay any appropriate [Deductible and] Co-Pay amount shown in the Schedule, at the time each Prescription Drug is filled or refilled. When a Prescription Drug card is used at a Participating Pharmacy, benefits are assigned to the Participating Pharmacy.

Prescription Drugs Purchased Without Drug Card

If You purchase a Prescription Drug at a Non-Participating Pharmacy or purchase a Prescription Drug at a Participating Pharmacy without using Your Prescription Drug card, You must pay the full cost for the Prescription Drug at the time of purchase and complete a claim form. Reimbursement subject to any

[Deductible and] Co-Pay will be made directly to You when a non-Participating Pharmacy is used or where purchase is made without the Prescription Drug card used at a Participating Pharmacy.

Prescription Drugs Purchased By Mail Order (If Elected)

You may choose to purchase Prescription Drugs by mailing Our approved reimbursement form to Our approved Mail Service Participating Pharmacy. You will be required to pay any Mail Service [Deductible and] Co-Pay amount shown in the Schedule.

PART VIII. LIMITATIONS AND EXCLUSIONS

A. LIMITATIONS

- [1.] [Prior Authorization: If an Insured needs a certain medication or dose, the Prescriber may need to contact the Administrator to request Prior Authorization for coverage. If a drug needing Prior Authorization is prescribed, the Prescriber should call the number on the Prescription Drug card to begin the authorization process.]
- [2.] [Step Therapy: Certain Prescription Drugs can be obtained only after comparable prescription drugs are proved unsuccessful for the Insured by the Prescriber. To obtain authorization of a Step Therapy drug, the Prescriber should call the number on the Prescription Drug card to begin the authorization process.]
- [3.] [If a Generic Drug is available, but a Brand Name Drug is dispensed solely upon the Insured's request in lieu of the Generic Drug, the Insured must pay the price difference between the Generic Drug and the Brand Name Drug, in addition to the Brand Name drug Co-pay amount.]
- [4.] [If a Generic Drug is available, but a Prescriber requires that a Brand Name Drug be dispensed in lieu of the Generic Drug, the Insured pays only the Brand Name Drug Co-pay amount. The Administrator may contact the Prescriber for documentation that the Brand Name Drug was required.]
- [5.] [If a Generic Drug is available, and either: (a) a Brand Name Drug is dispensed solely upon the Insured's request; or (b) the Prescriber requires that a Brand Name Drug be prescribed, in lieu of the Generic Drug, the Insured must pay the price difference between the Generic Drug and the Brand Name Drug, in addition to the Brand Name Drug Co-pay amount.]
- [6.] [Dispensing Limits and Authorized Refills
Up to a maximum [30-day] [90-day] supply.]

B. EXCLUSIONS

Prescription Drug benefits are not payable for the following items:

1. [Brand Name Drugs]
- [2.] All over-the-counter products and medications unless shown under the definition of Prescription Drug. This includes, but is not limited to, electrolyte replacement, infant formulas, miscellaneous nutritional supplements and all other over-the-counter products and medications.

- [3.] Blood glucose meters; insulin injecting devices.
- [4.] [Depo-Provera;] [levonorgestral;] [condoms,] [contraceptive sponges,] [and spermicides]; [sexual dysfunction drugs].
- [5.] Biologicals (including allergy tests); blood products, growth hormones, hemophiliac factors; MS injectibles; immunizations; all other injectibles unless shown under the definition of Prescription Drug.
- [6.] Aerochamber, Aerochamber with Mask; Peak Flow Meter; all other medical supplies and durable medical equipment unless shown under the definition of Prescription Drug.
- [7.] Liquid nutritional supplements; [pediatric Legend Drug vitamins; prescribed versions of Vitamins A, D, K, B12, Folic Acid and Niacin – used in treatment versus as a dietary supplement; all other Legend Drug vitamins and nutritional supplements].
- [8.] Anorexiant; any cosmetic drugs, including, but not limited to Renova, skin pigmentation preps; Any drugs or products used for the treatment of baldness; Topical dental fluorides.
- [9.] Refills in excess of that specified by the Prescriber; or refills dispensed after one year from the original date of prescription.
- [10.] Any drug labeled “Caution – limited by Federal Law for Investigational Use” or experimental drugs.
- [11.] Any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment.
- [12.] Drugs needed due to conditions caused directly or indirectly, by an Insured taking an active part in a riot or other civil disorder; or the Insured taking part in the commission of a felony.
- [13.] Drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war; or drugs dispensed to an Insured while on active duty in any armed force.
- [14.] Any expenses related to the administration of any drug.
- [15.] Needles or syringes unless shown under the definition of Prescription Drug.
- [16.] Drugs or medicines taken while in or administered by a hospital or any other health care facility or office.
- [17.] Drugs covered under Workman’s Compensation, Medicare, Medicaid, or other Governmental programs.
- [18.] Drugs, medicines or products, which are not Medically Necessary.
- [19.] [Diaphragms;] [Oral Contraceptives;] [Erectile dysfunction Legend drugs, unless specifically listed in the definition of Prescription Drug;] [Infertility Legend drugs].]
- [20.] [Epi-pen, Epi-Pen Jr., Ana-Kit, Ana-Guard;] [Glucagon-auto injection;] [Imitrex-auto injection].]
- [21.] [Smoking deterrents, Legend or over-the-counter.]
- [22.] [Vacation supplies and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs.]
- [23.] All newly marketed pharmaceuticals or currently marketed pharmaceuticals with new FDA approved indication for a period of one year from such FDA approval for its intended indication.

PART IX. CLAIM PROVISIONS

A. Notice of Claim

Written notice of claim must be given to Us within 20 days after the loss starts or as soon as reasonably possible. Notice should be sent to the following address:

B. Claim Forms

Any necessary claim forms will be sent to the Insured within 15 days after notice of claim is received. If these forms are not sent within that time, the Insured will meet the proof of loss requirements if written proof of the nature and extent of the loss is given within the time stated in the Proof of Loss provision.

C. Proof Of Loss

If it is necessary to submit a direct claim form or send written proof of loss, it must be given to the Administrator within ninety (90) days after the loss begins. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given within one (1) year after it is due, unless You are legally incapable of doing so.

D. Payment Of Claims

All benefits will be payable to You, unless before such payment We receive a written assignment of benefits to a provider of covered services. Any benefits payable on or after Your death will be paid to the estate, unless previously assigned. If any benefit is payable to an estate or to a minor person not otherwise competent to give a valid release, We may pay such benefit, up to an amount not exceeding \$500, to any relative by blood or marriage, who is deemed by Us to be entitled to the benefit. Any payment made by Us in good faith under this provision will fully discharge Us to the extent of payment.

E. Time of Payment of Claims

Indemnities payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. If We are unable to immediately pay due to deficiencies in Your claim, We will notify You within thirty (30) days if Your claim was filed electronically or within forty-five (45) days if Your claim was filed on paper of those deficiencies and how they can be remedied. Our failure to notify You of any deficiencies within the stated time frames will establish the submitted claim as a clean claim. We will pay or deny a clean claim: (1) if filed electronically, within thirty (30) days after the date We receive the claim; or (2) if the claim is filed on paper, within forty-five (45) days after the date We receive the claim.

Subject to due written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of our liability will be paid immediately upon receipt of due written proof.

F. Overpayments

If we pay a benefit and it is later shown that a lesser amount should have been paid, We will be entitled to a refund of the excess. This applies to payments made to You, to a Covered Dependent, or to the provider of the Covered Charge.

PART X. GRIEVANCE PROCEDURE

If a claim for benefits is wholly or partially denied, the Insured will be notified in writing of such denial and of his right to file a grievance and the procedure to follow. The notice of denial will state the specific reason for the denial of benefits. Within sixty (60) days of receipt of such written notice an Insured may file a grievance and make a written request for review to:

[National Guardian Life Insurance Company

c/o Administrator Name and Address]

We will resolve the grievance within thirty (30) calendar days, or as required by Your state's law, of receiving it. If We are unable to resolve the grievance within that period, the time period may be extended another thirty (30) calendar days if We notify in writing the person who filed the grievance. The notice will include advice as to when resolution of the grievance can be expected and the reason why additional time is needed.

The Insured or someone on his/her behalf also has the right to appear in person before Our grievance committee to present written or oral information and to question those people responsible for making the determination that resulted in the grievance. The Insured will be informed in writing of the time and place of the meeting at least seven (7) calendar days before the meeting.

For purposes of this Grievance Procedure, a grievance is a written complaint submitted in accordance with the above Grievance Procedure by or on behalf of an Insured regarding dissatisfaction with the administration of claims practices or provision of services of this panel provider plan relative to the Insured.

In situations requiring urgent care, grievances will be resolved within four (4) business days of receiving the grievance.

PART XI. GENERAL PROVISIONS

Entire Contract: The entire contract includes:

1. the Policy, including any endorsements and riders,
2. the Policyholder application;
3. the Certificates issued under the Policy and
4. the Enrollment application, if any.

Any statement made by an Insured or the Policyholder, in the absence of fraud, are considered representations and not warranties. No statement will be used to avoid the insurance, reduce benefits, or deny a claim unless the statement is in writing and a copy of that statement has been given to the Insured or beneficiary.

Amendment and Changes: No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time by Us without the consent of the Insured, but without prejudice to any loss incurred prior to the Effective Date of the amendment. No person except an officer of Our Company has authority to modify the Policy or to waive or lapse any of Our rights or requirements.

Incontestability: After the Policy has been in force for two years, it can only be contested for non-payment of premiums. No statement made by an Insured can be used in a contest after his insurance has been in force for two years during his lifetime. No statement made by an Insured can be used in a contest unless it is in writing and signed by him.

Legal Actions: No action at law or in equity may begin prior to 60 days after We receive a valid written proof of loss. No such action may begin after three (3) years from the day written proof of loss was required.

Worker's Compensation: The Policy is not a Worker's Compensation policy. It does not satisfy any requirement for coverage by Worker's Compensation insurance.

Right to Terminate: The Policyholder or We may terminate the Policy on any date on or after the Initial

Term. Written notice must be provided to the other party at least sixty (60) days prior to termination.

[PART XII: REPLACEMENT OF EXISTING COVERAGE]

This provision applies when the Policy replaces coverage the Policyholder previously obtained through another plan or policy. In this provision, that other plan or policy is referred to as the Prior Plan. Coverage under this Policy will not be considered as replacement coverage unless the Policyholder's coverage under this Policy takes effect within 60 days after coverage under the Prior Plan ends.

In the absence of this provision, an Insured who was covered by the Prior Plan at the date of discontinuance might not qualify for coverage under this Policy because the person is: (1) confined at home or in a hospital or medical institution; or (2) not engaged in his Regular and Customary Activities on the day coverage would otherwise begin.

Each such person will be insured under this Policy if:

- (a) the person was insured under the Prior Plan, including coverage under the Prior Plan's extension of benefits provision, on the date the Policyholder's coverage with the prior plan ended;
- (b) the prior plan covered more than [fifteen (15)]people; and
- (c) the person is [a Member of] [an Employee in] an Eligible Class under the Policy.

The benefits payable for the persons described above will be the benefits of the Policy less any amount payable under the Prior Plan pursuant to any extension of benefits provision.]

SERFF Tracking Number: NGLI-125893021 State: Arkansas
Filing Company: National Guardian Life Insurance Company State Tracking Number: 40805
Company Tracking Number:
TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug
Product Name: Rx Drug - Revised
Project Name/Number: RX Drug - Revised/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: NGLI-125893021 State: Arkansas
Filing Company: National Guardian Life Insurance Company State Tracking Number: 40805
Company Tracking Number:
TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug
Product Name: Rx Drug - Revised
Project Name/Number: RX Drug - Revised/

Supporting Document Schedules

Bypassed -Name:	Certification/Notice	Review Status:	
Bypass Reason:	Approved 6/3/08	Approved-Closed	11/10/2008
	NGLI-125659536		

Comments:

Satisfied -Name:	Application	Review Status:	
Comments:		Approved-Closed	11/10/2008
Approved 6/3/08			
NGLI-125659536			