

SERFF Tracking Number: TRST-125628708 State: Arkansas  
Filing Company: Trustmark Life Insurance Company State Tracking Number: 39026  
Company Tracking Number: 8.00232  
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
Product Name: AXX/C (MP)  
Project Name/Number: AXX DEC 2007 FILING/8.00232

## Filing at a Glance

Company: Trustmark Life Insurance Company

Product Name: AXX/C (MP)

TOI: H16G Group Health - Major Medical

Sub-TOI: H16G.001A Any Size Group - PPO

Filing Type: Form

Implementation Date Requested: On Approval

State Filing Description:

SERFF Tr Num: TRST-125628708

SERFF Status: Closed

Co Tr Num: 8.00232

Co Status:

Author: Charlotte Johnson

Date Submitted: 05/19/2008

State: ArkansasLH

State Tr Num: 39026

State Status: Waiting Industry  
Response

Reviewer(s): Rosalind Minor

Disposition Date: 06/03/2008

Disposition Status: Approved-  
Closed

Implementation Date:

## General Information

Project Name: AXX DEC 2007 FILING

Project Number: 8.00232

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/03/2008

State Status Changed: 05/23/2008

Corresponding Filing Tracking Number:

Filing Description:

may 14,, 2008

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Association, Trust

Deemer Date:

Rosalind Minor

Life and Health Division

Insurance Department

1200 West Third Street

SERFF Tracking Number: TRST-125628708 State: Arkansas  
Filing Company: Trustmark Life Insurance Company State Tracking Number: 39026  
Company Tracking Number: 8.00232  
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
Product Name: AXX/C (MP)  
Project Name/Number: AXX DEC 2007 FILING/8.00232

Little Rock, AR 72201-1904

RE: Trustmark Life Insurance Company

FEIN# 36-3421358; NAIC# 276-62863

Group A&H Matrix Paragraph Filing

Certificate Form Number: AXX/C

Matrix Paragraphs:

ACARSB00202 ACXXSB00301 ACARCM00504 ACXXCM02503  
ACXXCM03505 ACXXCM04503 ACARCM10500 ACXXCM11004  
ACARCM11701 ACARCM12006 ACARCM13003 ACARCM20507  
ACXXCM40400 ACXXCM40605 ACXXCM40900 ACXXCM41003  
ACXXCM41101 ACXXCM41503 ACXXCM42005 ACXXPD00501  
ACXXPD10502 ACXXPD20502 ACXXDE13001 ACXXDE15001  
ACARCI00505 ACXXCI01503 ACXXCI02203 ACXXCI02502  
ACXXCI40703 ACARCI41007 ACXXCI41503 ACXXCP40503  
ACARTL50000

Our File Number: 8.00232

Dear Ms. Minor:

Enclosed are the above-referenced matrix paragraphs, filed for review and approval, for use in your state. They are for use with certificate form AXX/C, which was previously approved by your department on 5/23/03. These forms are new and will not replace any other previously approved form.

The policy will be issued to a trust situated outside of your state that has been established by a bona fide association. These forms are submitted in a matrix/insert format. Distinct paragraph numbers have been assigned to portions of the document in order to facilitate state exceptions and future revisions.

All forms are in final printed format as issued by a laser printer. We may, however, use a different computer publishing system to generate the policies and certificates. Therefore, actual issued policies and certificates may have a different font style than the submitted forms. As a result, provisions may appear on different pages and lines may not match up

SERFF Tracking Number: TRST-125628708 State: Arkansas  
Filing Company: Trustmark Life Insurance Company State Tracking Number: 39026  
Company Tracking Number: 8.00232  
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
Product Name: AXX/C (MP)  
Project Name/Number: AXX DEC 2007 FILING/8.00232

exactly. The wording and its order, however, will remain identical. We do not anticipate refiling such variation or typographical errors.

If you have questions regarding this filing, please contact me at 800-666-6977, ext. 4004 or at [cjohnson@trustmarkins.com](mailto:cjohnson@trustmarkins.com).

Sincerely,

Charlotte Johnson  
Senior Compliance Analyst  
Law Department

## Company and Contact

### Filing Contact Information

Charlotte Johnson, Senior Compliance Analyst [cjohnson@trustmarkins.com](mailto:cjohnson@trustmarkins.com)  
400 Field Drive (800) 666-6977 [Phone]  
Lake Forest, IL 60045 (847) 615-3872[FAX]

### Filing Company Information

Trustmark Life Insurance Company	CoCode: 62863	State of Domicile: Illinois
400 Field Drive	Group Code: 276	Company Type:
Lake Forest, IL 60045	Group Name:	State ID Number:
(800) 666-6977 ext. [Phone]	FEIN Number: 36-3421358	
	-----	

*SERFF Tracking Number:* TRST-125628708      *State:* Arkansas  
*Filing Company:* Trustmark Life Insurance Company      *State Tracking Number:* 39026  
*Company Tracking Number:* 8.00232  
*TOI:* H16G Group Health - Major Medical      *Sub-TOI:* H16G.001A Any Size Group - PPO  
*Product Name:* AXX/C (MP)  
*Project Name/Number:* AXX DEC 2007 FILING/8.00232

## Filing Fees

Fee Required?      Yes  
 Fee Amount:      \$1,650.00  
 Retaliatory?      Yes  
 Fee Explanation:      33 x \$50 - \$1650.00  
 Per Company:      No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Trustmark Life Insurance Company	\$0.00	05/19/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00164250	\$1,650.00	05/16/2008

SERFF Tracking Number: TRST-125628708 State: Arkansas  
 Filing Company: Trustmark Life Insurance Company State Tracking Number: 39026  
 Company Tracking Number: 8.00232  
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
 Product Name: AXX/C (MP)  
 Project Name/Number: AXX DEC 2007 FILING/8.00232

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/03/2008	06/03/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	05/23/2008	05/23/2008	Noemi Saucedo	05/27/2008	05/27/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Consumer Notice	Form	Charlotte Johnson	05/27/2008	05/27/2008

*SERFF Tracking Number:* TRST-125628708      *State:* Arkansas  
*Filing Company:* Trustmark Life Insurance Company      *State Tracking Number:* 39026  
*Company Tracking Number:* 8.00232  
*TOI:* H16G Group Health - Major Medical      *Sub-TOI:* H16G.001A Any Size Group - PPO  
*Product Name:* AXX/C (MP)  
*Project Name/Number:* AXX DEC 2007 FILING/8.00232

## **Disposition**

Disposition Date: 06/03/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.



<i>SERFF Tracking Number:</i>	<i>TRST-125628708</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Trustmark Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39026</i>
<i>Company Tracking Number:</i>	<i>8.00232</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001A Any Size Group - PPO</i>
<i>Product Name:</i>	<i>AXX/C (MP)</i>		
<i>Project Name/Number:</i>	<i>AXX DEC 2007 FILING/8.00232</i>		

<b>Form</b>	Matrix paragraph	Approved-Closed	Yes
<b>Form</b>	Matrix paragraph	Approved-Closed	Yes
<b>Form</b>	Matrix paragraph	Approved-Closed	Yes
<b>Form</b>	Matrix paragraph	Approved-Closed	Yes
<b>Form (revised)</b>	Consumer Notice	Approved-Closed	Yes
<b>Form</b>	Consumer Notice	Withdrawn	No

SERFF Tracking Number: TRST-125628708 State: Arkansas  
Filing Company: Trustmark Life Insurance Company State Tracking Number: 39026  
Company Tracking Number: 8.00232  
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
Product Name: AXX/C (MP)  
Project Name/Number: AXX DEC 2007 FILING/8.00232

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 05/23/2008

Submitted Date 05/23/2008

Respond By Date

Dear Charlotte Johnson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Consumer Notice (Form)

Comment: Our Department's address and phone number is incorrect. Please change to read:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201-1094

(501)371-2640 or (800)852-5494.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 05/27/2008

Submitted Date 05/27/2008

Dear Rosalind Minor,

**Comments:**

### Response 1

Comments: Good Morning Ms. Minor,

Thanks for letting us know.

*SERFF Tracking Number:* TRST-125628708      *State:* Arkansas  
*Filing Company:* Trustmark Life Insurance Company      *State Tracking Number:* 39026  
*Company Tracking Number:* 8.00232  
*TOI:* H16G Group Health - Major Medical      *Sub-TOI:* H16G.001A Any Size Group - PPO  
*Product Name:* AXX/C (MP)  
*Project Name/Number:* AXX DEC 2007 FILING/8.00232

Have a great day!

Noemi Saucedo

**Related Objection 1**

Applies To:

- Consumer Notice (Form)

Comment:

Our Department's address and phone number is incorrect. Please change to read:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201-1094

(501)371-2640 or (800)852-5494.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Charlotte Johnson

SERFF Tracking Number: TRST-125628708 State: Arkansas  
 Filing Company: Trustmark Life Insurance Company State Tracking Number: 39026  
 Company Tracking Number: 8.00232  
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
 Product Name: AXX/C (MP)  
 Project Name/Number: AXX DEC 2007 FILING/8.00232

**Amendment Letter**

Amendment Date:  
 Submitted Date: 05/27/2008

**Comments:**

Rosalind,

Thanks for pointing out the problem with the address. The notice has been corrected and a revised form is attached.

Charlotte

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
ACARTL50000	Matrix	Consumer Notice	Initial					ACARTL50000.pdf

SERFF Tracking Number: TRST-125628708 State: Arkansas  
 Filing Company: Trustmark Life Insurance Company State Tracking Number: 39026  
 Company Tracking Number: 8.00232  
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
 Product Name: AXX/C (MP)  
 Project Name/Number: AXX DEC 2007 FILING/8.00232

## Form Schedule

Lead Form Number: AXX/C

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	ACARSB00202	Schedule Pages	Schedule of Benefits	Initial			ACARSB00202.pdf
Approved-Closed	ACXXSB00301	Schedule Pages	Schedule of Benefits	Initial			ACXXSB00301.pdf
Approved-Closed	ACARCM00504	Matrix	Matrix paragraph	Initial			ACARCM00504.pdf
Approved-Closed	ACXXCM02503	Matrix	Matrix paragraph	Initial			ACXXCM02503.pdf
Approved-Closed	ACXXCM03505	Matrix	Matrix paragraph	Initial			ACXXCM03505.pdf
Approved-Closed	ACXXCM04503	Matrix	Matrix paragraph	Initial			ACXXCM04503.pdf
Approved-Closed	ACARCM10500	Matrix	Matrix paragraph	Initial			ACARCM10500.pdf
Approved-Closed	ACXXCM11004	Matrix	Matrix paragraph	Initial			ACXXCM11004.pdf
Approved-Closed	ACARCM11701	Matrix	Matrix paragraph	Initial			ACARCM11701.pdf
Approved-Closed	ACARCM12006	Matrix	Matrix paragraph	Initial			ACARCM12006.pdf
Approved-Closed	ACARCM13003	Matrix	Matrix paragraph	Initial			ACARCM13003.pdf
Approved-Closed	ACARCM20507	Matrix	Matrix paragraph	Initial			ACARCM20507.pdf
Approved-Closed	ACXXCM40400	Matrix	Matrix paragraph	Initial			ACXXCM40400.pdf
Approved-Closed	ACXXCM40605	Matrix	Matrix paragraph	Initial			ACXXCM40605.pdf
Approved-Closed	ACXXCM40900	Matrix	Matrix paragraph	Initial			ACXXCM40900.pdf
Approved-Closed	ACXXCM41003	Matrix	Matrix paragraph	Initial			ACXXCM41003.pdf

<i>SERFF Tracking Number:</i>	<i>TRST-125628708</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Trustmark Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39026</i>
<i>Company Tracking Number:</i>	<i>8.00232</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001A Any Size Group - PPO</i>
<i>Product Name:</i>	<i>AXX/C (MP)</i>		
<i>Project Name/Number:</i>	<i>AXX DEC 2007 FILING/8.00232</i>		

Approved- ACXXCM4 Matrix	Matrix paragraph	Initial	ACXXCM411
Closed 1101			01 .pdf
Approved- ACXXCM4 Matrix	Matrix paragraph	Initial	ACXXCM415
Closed 1503			03.pdf
Approved- ACXXCM4 Matrix	Matrix paragraph	Initial	ACXXCM420
Closed 2005			05.pdf
Approved- ACXXPD00 Matrix	Matrix paragraph	Initial	ACXXPD0050
Closed 501			1.pdf
Approved- ACXXPD10 Matrix	Matrix paragraph	Initial	ACXXPD1050
Closed 502			2 .pdf
Approved- ACXXPD20 Matrix	Matrix paragraph	Initial	ACXXPD2050
Closed 502			2.pdf
Approved- ACXXDE13 Matrix	Matrix paragraph	Initial	ACXXDE1300
Closed 001			1.pdf
Approved- ACXXDE15 Matrix	Matrix paragraph	Initial	ACXXDE1500
Closed 001			1.pdf
Approved- ACARCI00 Matrix	Matrix paragraph	Initial	ACARCI0050
Closed 505			5.pdf
Approved- ACXXCI01 Matrix	Matrix paragraph	Initial	ACXXCI0150
Closed 503			3.pdf
Approved- ACXXCI02 Matrix	Matrix paragraph	Initial	ACXXCI0220
Closed 203			3.pdf
Approved- ACXXCI02 Matrix	Matrix paragraph	Initial	ACXXCI0250
Closed 502			2.pdf
Approved- ACXXCI40 Matrix	Matrix paragraph	Initial	ACXXCI4070
Closed 703			3.pdf
Approved- ACARCI41 Matrix	Matrix paragraph	Initial	ACARCI4100
Closed 007			7.pdf
Approved- ACXXCI41 Matrix	Matrix paragraph	Initial	ACXXCI4150
Closed 503			3.pdf
Approved- ACXXCP40 Matrix	Matrix paragraph	Initial	ACXXCP4050
Closed 503			3.pdf
Approved- ACARTL50 Matrix	Consumer Notice	Initial	ACARTL5000
Closed 000			0.pdf



**[PREFERRED PROVIDER OPTIONS (PPO) AND NON-PREFERRED PROVIDER OPTIONS (NON-PPO) ARE AVAILABLE. COVERED PERSONS MAY DECIDE WHICH OPTION TO USE. THEY WILL NOT BE REQUIRED TO SELECT ONLY ONE OPTION.]**

**[THE DEDUCTIBLE AND OUT-OF-POCKET MAXIMUMS WILL BE ADJUSTED EACH JANUARY 1<sup>ST</sup> IN ACCORDANCE WITH THE AVERAGE PERCENTAGE INCREASE OR DECREASE IN THE CONSUMER PRICE INDEX (CPI).]**

**[The Benefits for the Insurance Classes are as follows:]**

**[COMPREHENSIVE MEDICAL BENEFITS- FOR ALL INSURANCE CLASSES]**

<b>Deductible:</b>	<b>[PPO]</b>	<b>[NON-PPO]</b>
For all Covered Charges incurred in a Year unless specified below:		
[Individual]	[combined with NON-PPO]	[\$300]
[Family]		[\$600]
<b>[Emergency Room Access Fee:]</b>	<b>[\$50]</b>	<b>[\$50]</b>
<b>[Urgent Care Center Access Fee:]</b>	<b>[\$50]</b>	<b>[\$50]</b>
<b>[Inpatient Per Confinement Hospital Deductible:]</b>	<b>[None]</b>	<b>[\$100]</b>
<b>[Pre- Authorization Fee:]</b>	<b>[\$300]</b>	<b>[\$300]</b>
<b>Coinsurance:</b>		
For all Covered Charges incurred in a Year unless specified below		
	[90%]	[80%]
<b>Out-of-Pocket Maximum:</b>		
For all Covered Charges incurred in a Year unless specified below:		
[Individual]	[combined with NON-PPO]	[\$1,050]
[Family]		[\$2,100]

[The above Out-of-Pocket Maximums do not apply to benefits payable for outpatient Mental or Nervous Disorders[,] [or] [Chemical Abuse] [, or private duty nursing].]

<b>[Annual Maximum:</b>		
For all Covered Charges incurred in a Year unless specified below]	[none]	[none]

<b>Lifetime Maximum:</b>		
For all Covered Charges unless specified below	[combined with NON-PPO]	[none]

**[The Lifetime Maximum will not exceed [\$5,000,000]. Please refer to the Application of Lifetime Maximum.]**

<b>Specifications:</b>		
[Adoption Expense up to [\$1,000] per adoption]	[100%] Deductible [does [not] apply]	[100%] Deductible [does [not] apply]]

[Routine Audiometric Expenses including [Audiometric Examinations] [, Hearing Aid Services and Supplies] [and Hearing Aid Repairs] subject to a [combined] Lifetime Audio Maximum of [\$1,000].]	[90%] Deductible [does [not] apply]	[80%] Deductible [does [not] apply]]
[Chemotherapy]	[50%] [after] [\$250] [Encounter Fee per Year.] [and] Deductible [does [not] apply]	[50%] [after] [\$500] [Encounter Fee per Year.] [and] Deductible [does [not]apply]]
[Dialysis]	[50%] [after] [\$250] [Encounter Fee per Year.] [and] Deductible [does [not] apply]	[50%] [after] [\$500] [Encounter Fee per Year.] [and] Deductible[does [not] apply]]
Emergency Room Services	[50%] [after] [\$100][Encounter Fee] [and] Deductible [does [not] apply]	[50%] [after] [\$100] [Encounter Fee] [and] Deductible [does [not] apply]]
In vitro fertilization, up to a Lifetime Maximum of \$15,000	[90%] Deductible [does [not] apply]	[80%] Deductible [does [not] apply]]
[Children's Preventive Health Care Services other than immunizations:	[90%]	[80%]
Immunization services (not subject to Deductible, Copayment, and dollar limitations)	100%	100%
[Emergency Accident Medical Services [no Deductible for the first [\$500]]]	[[100%] [up to [\$500] then [90%]]]	[[100%] [up to [\$500] then [[80%]]]
[Extended Care Facility]	[100%] Deductible [does [not] apply]	[100%] Deductible [does [not] apply]]
[Home Health Care [and Private Duty nursing]	[[100%] [for first [15 visits] [\$20,000] then [50%][for the next 35 visits]]] [of the balance per Year.] [Deductible does [not] apply]	[[100%] [for first [15 visits] [\$20,000] then [50%] [for the next 35 visits]]] [of the balance per Year.] [Deductible does [not] apply]]
[Hospital and Related Services]	[[100%] [up to \$5,000 then [90%]]] [Deductible does [not] apply]	[[100%] [up to \$5,000 then [80%]]] [Deductible does [not] apply]]

[[Hospice Home Care, Medical Social Services and bereavement counseling limited to [\$100] each visit]	[100%] Deductible does [not] apply]	[100%] Deductible [does [not] apply]
[Outpatient Laboratory Services	[100%] [after] [\$20] [Encounter Fee] [and] Deductible] [does [not] apply]	[100%] [after] [\$50] [Encounter Fee] [and] Deductible] [does [not] apply]]
[Magnetic Resonance Imaging (MRI)	[50%] [after] [\$250][Encounter Fee] [and] Deductible] [does [not] apply]	[50%] [after] [\$500] [Encounter Fee] [and] Deductible] [does [not] apply]]
[Manipulation Therapy [Annual] Maximum of [\$1,000]]	[90%] [after] [[\$20] Encounter Fee] [and] Deductible] [does [not] apply]	[80%] [after] Deductible] [does [not] apply]]
[Mental Health / Substance Abuse Inpatient	[50%] [after] [\$250] [Encounter Fee] [and] Deductible] [does [not] apply]]	[50%] [after] [\$250] [Encounter Fee] [and] Deductible] [does [not] apply]]
Outpatient	[100%] [after] [\$50] [Encounter Fee] [and] Deductible] [not] apply]	[50%] [after] Deductible] [does [does [not] apply]]
[Outpatient Surgical Services	[50%] [after] [[\$250] [Encounter Fee] [and] Deductible] [does [not] apply]	[50%] [after] [[\$500] [Encounter Fee] [and] Deductible] [does [not] apply]]
[Pap smears, prostate cancer screening, and mammography screening	[100%] Deductible does [not] apply]	[100%] Deductible does [not] apply]
[Physician's Office Visit] [(For all Physician's other than Specialists)]	[90%] [after] [[\$20] Encounter Fee] [and] Deductible][does [not] apply]	[80%] [after] [\$50] [Encounter Fee] [and] Deductible] [does [not] apply]]
[Specialist's Office Visit]	[90%] [after] [[\$30] Encounter Fee] [and] Deductible][does [not] apply]	[80%] [after] [[\$50] [Encounter Fee] [and] Deductible] does [not] apply]]
[Pre-Admission Testing]	[100%] [Deductible does [not] apply]	[100%] [Deductible does [not] apply]

[Radiation Treatment

[50%] [after]  
[\$250] [Encounter Fee  
per Year.] [and]  
Deductible] [does  
[not] apply]

[50%] [after]  
[\$500] [Encounter Fee  
per Year.] [and]  
Deductible] [does  
[not] apply]]

[[(\$500-\$2500) maximum per Year for each Covered Person for all Routine and preventive care benefits listed below.]

[Routine physicals and preventive care:  
per Covered Person, [ages [2] and older]:  
[one every five Years ages [2-44],  
[\$250] maximum;]  
[one every two Years ages [45 - 55],  
[\$500] maximum;]  
[one per Year ages [56 and older],  
[\$750] maximum]]

[100%]  
[[100%] [up to][for  
the first] [\$500]  
[then [90%]  
[for the next [\$2500]]  
Deductible does  
[not] apply]

[100%]  
[[100%] [up to][for  
the first] [\$500]  
[then [80%] [thereafter]  
[for the next [\$2500]]  
Deductible does  
[not] apply]

[Routine physicals and preventive care:  
per Covered Person, [unlimited visits]  
[birth up to [two] year[s]  
of age]

[[100%] [up to][for  
the first] [\$500]  
[then [90%]  
[for the next [\$2500]]  
Deductible does  
[not] apply]

[[100%] [up to][for  
the first] [\$500]  
[then [80%] [thereafter]  
[for the next [\$2500]]  
Deductible does  
[not] apply]

Routine outpatient laboratory

[100%] [after]  
[\$20] [Encounter Fee]  
Deductible does  
[not] apply]

[Not covered]  
[100%] [after]  
[\$20] [Encounter Fee]  
Deductible does  
[not] apply]

Routine outpatient X-ray

[100%] [after]  
[\$40] [Encounter Fee]  
Deductible does  
[not] apply]

[Not covered]  
[100%] [after]  
[\$40] [Encounter Fee]  
Deductible does  
[not] apply]

[Routine physicals:  
[age [two] and older]

[100%] [after]  
[\$20] [Encounter Fee]  
Deductible does  
[not] apply]

[Not covered]  
[100%] [after]  
[\$20] [Encounter Fee]  
Deductible does  
[not] apply]

Routine outpatient laboratory

[100%] [after]  
[\$20] [Encounter Fee]  
Deductible does  
[not] apply]

[Not covered]  
[100%] [after]  
[\$20] [Encounter Fee]  
Deductible does  
[not] apply]

Routine outpatient X-ray	[100%] [after] [\$40] [Encounter Fee] [Deductible does [not] apply]	[Not covered] [100%] [after] [\$40] [Encounter Fee] [Deductible does [not] apply]
[Temporomandibular Joint Treatment Lifetime Maximum of [\$1,500]]	[90%] [Deductible does [not] apply]	[80%] [Deductible does [not] apply]
[Approved Transplant Services done at a Designated Transplant Facility]	[100%] [Deductible does [not] apply]	[100%] [Deductible does [not] apply]
[[Approved] Organ and bone marrow transplants done at a Non-Designated Facility]	[90%] [Deductible does [not] apply]	[80%] [Deductible does [not] apply]
[Vision Therapy Lifetime Maximum of [\$750]]	[90%] [Deductible does [not] apply]	[80%] [Deductible does [not] apply]
[Outpatient X-ray Services]	[100%] [after] [\$40] [Encounter Fee] [and] Deductible][does [not] apply]	[50%] [after] [\$100] [Encounter Fee] [and] [Deductible] [does [not] apply]]
[Lab Vendor Services]	[100%] [Deductible does [not] apply]	[100%] [Deductible does [not] apply]

[Organ and bone marrow transplants performed at a Non-Designated Transplant Facility subject to a [\$300,000] Lifetime Maximum.]

[Lodging, Meals, and Transportation:

In no event will more than the following Maximum Benefits be provided for lodging, meals and transportation related to Approved Transplant Services [done at a Designated Transplant Facility:]  
[[\$200] per day for lodging and meals.]

[[[\$10,000] per procedure for lodging, meals and transportation.]]

[The limits in the Specifications count towards and are not in addition to the [\$50,000] Annual Maximum and [\$250,000] Lifetime Maximum.]

ACARSB00202

**[PRESCRIPTION DRUG BENEFIT SECTION - FOR ALL CLASSES]**

**[Prescription Drug Annual Maximum: [\$50,000]]**

**[Prescription Drug Deductible:]**

[\$100]

[Individual:] [ \$50]

[Family:] [\$100]

	<b>[Member Pharmacy]</b>	<b>[Nonmember Pharmacy]</b>
<b>[Prescription Drug Deductible Excludes New to Market Drugs:]</b>	[\$100]	[\$100]
[Individual:]	[\$50]	[\$50]
[Family:]	[\$100]	[\$100]
<b>[Prescription Drug Deductible for New to Market Drugs]</b>	[\$150]	[\$150]
[Individual:]	[\$50]	[\$50]
[Family:]	[\$100]	[\$100]

**[Prescription Drug [Copoly]/[Coinsurance] [(for Prescription Drugs purchased at a Member Pharmacy) for up to a [30] day supply:]**

[For each Generic Drug prescription and each refill:]

[(Deductible does not apply)]

[\$10]

[the greater of [\$30] or [30%] of the Prescription Drug Covered Charge(s)] [to a maximum of [[\$100] per each Prescription and each refill] [[30%] of the Prescription Drug Covered Charge(s)]. Subject to application of Prescription Drug Copay for Generic Drug and Brand Drug] Deductible does [not] apply]

[\$10]

[the greater of [\$30] or [30%] of the Prescription Drug Covered Charge(s)] [to a maximum of [\$100] per each Prescription and each refill] [[30%] of the Prescription Drug Covered Charge(s)]. Subject to application of Prescription Drug Copay for Generic Drug and Brand Drug] Deductible does [not] apply]

[For each Brand Drug prescription and each refill:]

[(Deductible does not apply)]

[\$10]

[the greater of [\$60] [or] [30%] of the Prescription Drug Covered Charge(s)] [to a maximum of [[\$100] per each Prescription and each refill] [[30%] of the Prescription Drug Covered Charge(s)]. Subject to application of Prescription Drug Copay for Generic Drug and Brand Drug] Deductible does [not] apply]

[\$10]

[the greater of [\$60] [or] [30%] of the Prescription Drug Covered Charge(s)] [to a maximum of [\$100] per each Prescription and each refill] [[30%] of the Prescription Drug Covered Charge(s)]. Subject to application of Prescription Drug Copay for Generic Drug and Brand Drug] Deductible does [not] apply]

[For each Preferred Brand Drug prescription and each refill:]  
[(Deductible does not apply)]

[\$30]  
[the greater of ][\$20]  
[or] [and] [20%] [of the Prescription Drug Covered Charge]  
[to a maximum of ][[\$100]] per each Prescription and each refill] [[30%] of the Prescription Drug Covered Charge(s)].  
Subject to application of Prescription Drug Copay for Generic Drug and Brand Drug]  
Deductible does [not] apply]

[\$30]  
[the greater of ][\$20]  
[or] [and] [20%] [of the Prescription Drug Covered Charge]  
[to a maximum of [\$100]] per each Prescription and each refill] [[30%] of the Prescription Drug Covered Charge(s)].  
Subject to application of Prescription Drug Copay for Generic Drug and Brand Drug]  
Deductible does [not] apply]

[For each Non-Preferred Brand Drug prescription and each refill:]  
[(Deductible does not apply)]

[\$40]  
[the greater of] [\$40]  
[or] [and] [20%] [of the [Prescription Drug Covered Charge(s)]  
[to a maximum of ][[\$100]] per each Prescription and each refill] [[30%] of the Prescription Drug Covered Charge(s)].  
Subject to application of Prescription Drug Copay for Generic Drug and Brand Drug]  
Deductible does [not] apply]

[\$40]  
[the greater of] [\$40]  
[or] [and] [20%] [of the [Prescription Drug Covered Charge(s)]  
[to a maximum of [\$100]] per each Prescription and each refill] [[30%] of the Prescription Drug Covered Charge(s)].  
Subject to application of Prescription Drug Copay for Generic Drug and Brand Drug]  
Deductible does [not] apply]

[For each Select Catastrophic Drug prescription and each refill:]  
[(Deductible does not apply)]

[the greater of [\$10]  
[or] [30%] of the Prescription Drug Covered Charge(s)]  
[to a maximum of ][[\$100]] per each Prescription and each refill] [[30%] of the Prescription Drug Covered Charge(s)].  
Subject to application of Prescription Drug Copay for Generic Drug and Brand Drug]  
Deductible does [not] apply]

[the greater of [\$10]  
[or] [30%] of the Prescription Drug Covered Charge(s)]  
[to a maximum of [\$100]] per each Prescription and each refill] [[30%] of the Prescription Drug Covered Charge(s)].  
Subject to application of Prescription Drug Copay for Generic Drug and Brand Drug]  
Deductible does [not] apply]

**[Prescription Drug Copay ((for Prescription Drugs purchased through Mail Order Service):]**

[For each Generic Drug and each refill:]  
[(Deductible does [not] apply)]  
[\$25]

[the greater of [\$25] or [20%] of the Prescription Drug Covered Charge [to a maximum of [\$187.50]] [to a

maximum of **[\$100]** per each Select Catastrophic Drug and each refill]]]]

[For each Brand Drug prescription and each refill:]

[(Deductible does [not] apply)]

**[\$50]**

[the greater of **[\$50]** or **[20%]** of the Prescription Drug Covered Charge [to a maximum of **[\$187.50]**

**[20%]**

[For each Preferred Brand Drug prescription and each refill:]

[(Deductible does [not] apply)]

**[\$50]**

[the greater of **[\$50]** or **[20%]** of the Prescription Drug Covered Charge [to a maximum of **[\$187.50]** [to a

maximum of **[\$100]** per each Select Catastrophic Drug and each refill]]]]

[For each Non-Preferred Brand Drug prescription and each refill:]

[(Deductible does [not] apply)]

**[\$100]**

[the greater of **[\$100]** or **[20%]** of the Prescription Drug Covered Charge [to a maximum of **[\$187.50]** [to a

maximum of **[\$100]** per each Select Catastrophic Drug and each refill]]]]

**[Prescription Drugs: [80%] Coinsurance for Prescription Drug Covered Charges Incurred for outpatient Prescription Drugs [dispensed at a licensed pharmacy] [and] [not obtained from the Mail Order Service] [to a maximum of **[\$187.50]**].] [Deductible does [not] apply.]**

ACXXSB00301

## COMPREHENSIVE MEDICAL BENEFIT SECTION

Benefits are payable for Covered Charges as provided herein. The amounts of coverage are shown on the Schedule of Benefits by Insurance Class.

### DEFINITIONS

**[Ambulance:** A vehicle which is licensed solely as an Ambulance by the local regulatory body to provide transportation for those unable to travel to receive medical care by any other means.]

**Ambulatory Surgical Center:** A free-standing facility operated solely for the purpose of providing ambulatory surgical services which is:

- Licensed by the state in which the services are rendered; or
- Accredited by the Accreditation Association for Ambulatory Health Care, Inc.

**Annual Maximum:** The maximum amount of benefits We will pay for specific Covered Charges on behalf of any Covered Person during a Year.

**[[Approved] Transplant Services:** [Prior Authorized] services and supplies provided during a Transplant Benefit Period which are related to a [Pre-Certified][Pre-Notified] [heart, heart/lung, intestinal, kidney, kidney/pancreas, pancreas, liver, lung or bone marrow] transplant procedure, approved in writing by Us, including, but not limited to:

- pre-transplant evaluation for the Medical Necessity of the transplant;
- procurement charges;
- Hospital charges;
- Physician charges; and
- tissue typing and ancillary services.

**[Birthing Center:** A Birthing Center operating as part of a Hospital; or a free-standing facility solely engaged in providing an alternative to conventional obstetrics which:

- is licensed as such and operating within the scope of the license;
- is directed by a Physician specializing in obstetrics or gynecology;
- has a Physician or licensed nurse-midwife present at all births and during the immediate postpartum period;
- is equipped and has trained staff, or has a written agreement with a Hospital, to handle emergencies, including the transfer of a patient or child; and
- maintains medical records on each patient.]

**Chemical Abuse:** The abuse of, dependence on or addiction to alcohol, drugs or chemicals such that a pattern of behavior manifested by physical, social and emotional symptoms is intermittently or chronically present.

**Children's Preventive Health Care Services:** Preventive health care services which are provided by a Physician to encourage early detection and prevention of Sickness or Injury. Children's Preventive Health Care Services are available to a Covered Person from birth to age 18 and include:

- A medical history;
- A physical examination;
- Developmental assessment;
- Anticipatory guidance;
- Immunizations; and
- Laboratory tests.

**Coinsurance:** The arrangement by which the cost of Covered Charges is shared by the Covered Person and Us on a percentage basis.

**Complications of Pregnancy:** Conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy (when the pregnancy is not terminated); non-elective cesarean section or an ectopic pregnancy which is terminated; and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

**[Compound Medications:** A randomly prepared dosage form. It must contain at least one Federal Legend Drug or State Restricted Drug within the compound.]

**Covered Charges:** That part of an expense incurred which:

- is for Medically Necessary care of a Sickness or Injury or for routine or preventive care as described; and
- is subject to the applicable [Coinsurance,][ Copay[s]][, Deductible[s,] [and] [ Encounter Fee,] [and [Prevailing Fee]]; and
- is Incurred while the person's coverage is in force herein, or as provided under the Extension of Benefits provision; and
- is shown in the Covered Charges section; and
- is not otherwise excluded or limited herein.

If the Hospital, Physician or other provider waives the Deductible or Coinsurance, the entire charge is no longer a Covered Charge.

**Custodial Care:** Services or supplies (including room and board) which do not contribute greatly to the improvement of a medical condition according to generally accepted standards and which can be safely and adequately given by people who are not trained or licensed medical or nursing personnel. Custodial care includes, but is not limited to:

- Assisting a person to walk; get in and out of bed; bathe, dress; prepare special diets; supervise medicine which can usually be self-administered and does not require the attention of medical or paramedical personnel; or
- Assisting the person in other activities of daily life.

Care is custodial without regard to the provider who prescribed, referred or performed the service.

**Deductible:** The amount of Covered Charges that must be Incurred by a [Covered Person][covered family] in each Year before benefits will be paid. The Deductible is described in the "Application of Deductible" provision.

**[Designated Transplant Facility:** A facility which has an agreement with Us to render [Approved] Transplant Services to Covered Persons. This agreement is different than a [Preferred Provider] contract. The facility may be located outside of the Covered Person's geographic area.]

**[Dialysis Facility:** A facility (other than a Hospital) whose primary function is the treatment and/or provision of maintenance and/or training dialysis on an ambulatory basis for renal dialysis patients and which is duly licensed by the appropriate governmental authority to provide such services.]

**[Durable Medical Equipment Prosthetics and Prosthetic Device(s):** Durable Medical Equipment, Prosthetics and/or Prosthetic Device(s) meets all of the following criteria:

- can withstand repeated use;
- is mainly used for a medical purpose;
- is not useful, except to treat Sickness or Injury;
- is essential for a Covered Person's treatment plan that is medically reviewed on a regular basis.

Durable Medical Equipment includes, but is not limited to:

- [orthopedic devices that support or align movable parts of the body, prevent or correct deformities, or improve functioning, including; [crutches;] [canes;] [walkers;] [braces,] [and necessary adjustments to shoes to accommodate braces] (dental braces are not included);]
- [basic wheelchairs;]
- [basic Hospital-type bed, except that repair, replacements and duplicates are not included;]
- [oxygen and the rental of equipment for the administration of oxygen;]
- [mechanical equipment necessary for the treatment of chronic or acute respiratory failure, except that air conditioners, humidifiers, dehumidifiers, and other personal comfort items are not included.]]

[[Durable Medical Equipment includes] Prosthetics/Prosthetic Devices[:].] Prosthetic Devices [(other than dental devices)] are devices that replace part or all of an internal body organ (including connective tissue), or replace part or all of the function of a permanently inoperative or malfunctioning internal body organ. A Prosthetic Device meets all of the following criteria:

- can withstand repeated or long-term use;
- is mainly used for a medical purpose;
- is not useful, except to treat Sickness or Injury;
- is essential for a Covered Person's treatment plan that is medically reviewed on a regular basis.

Prosthetic Devices include: Medically Necessary [artificial limbs and eyes;] [implants and devices such as pacemakers,] [automatic implantable cardiac defibrillators,] [and] [their related supplies].]

**[Emergency:** An Injury or the sudden onset of a medical condition for which the Covered Person seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that, without immediate medical care, the person could reasonably expect that:

- his life or health would be in serious jeopardy;
- his bodily functions would be seriously impaired; or
- a body organ or part would be seriously damaged.]

**Emergency Admission:** Admission to a Hospital as an inpatient for a Sickness or Injury which, unless immediately treated on an inpatient basis, would jeopardize the person's life or cause serious health impairment.

**[Emergency Room Access Fee:** A per visit amount that must be paid by the Covered Person for services rendered in the Emergency room when the person is not Hospital confined as a result of the visit. The Emergency Room Access Fee is in addition to the Deductible and is shown on the Schedule of Benefits.]

ACARCM00504

**[Lab Vendor Services:** A service provided by a company which has contracted with Us to provide discounted laboratory services to Covered Persons.]

**Lifetime Audio Maximum:** The maximum amount of benefits payable for Audiometric Expenses on behalf of any Covered Person. Benefits paid under more than one Policy or Certificate issued through the Member Employer will be added together to determine when the Lifetime Audio Maximum has been reached. The Lifetime Audio Maximum is shown on the Schedule of Benefits.

**Lifetime Maximum:** The maximum amount of benefits We will pay for specific Covered Charges on behalf of any Covered Person over the time that person is insured by Us. Benefits paid under more than one Policy or Certificate issued through the Member Employer will be added together to determine when a Covered Person has reached the Lifetime Maximum.

ACXXCM02503

**Mental or Nervous Disorder:** Any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder.

**Non-Designated Facility:** A facility which is not a Designated Transplant Facility and which does not have an agreement with Us to render Approved Transplant Services.

**[Non-Preferred Providers:** All providers of health care services who are not Preferred Providers. If [Non-Preferred Providers] are used, Benefits will be paid at the [Out-of-Network] level as shown on the Schedule of Benefits, subject to the applicable [Coinsurance,][ Copay[s],][ Deductible[s], ][and] [Encounter Fee,][ and [Prevailing Fee]].]

**Out-of-Pocket Maximum:** The amount of Deductible and Coinsurance a [Covered Person][covered family] must pay each Year. The Out-of-Pocket Maximum is described in the "Application of Out-of-Pocket Maximum" provision.

**[Preferred Provider:** Physicians, Hospitals, or others who contract with Us to render health care services to Covered Persons.]

**[Providers:** Physicians, Hospitals or other entity providing health care services. Providers will be paid at the level as shown on the Schedule of Benefits, subject to the applicable [Coinsurance,][ Copay[s],][ Deductible[s], ][and] [Encounter Fee,][ and [Prevailing Fee]].]

ACXXCM03505

**[Prescription Drug [Coinsurance/Out-of-Pocket]:** The arrangement by which the cost of Prescription Drug Covered Charges is shared by the Covered Person and Us on a percentage basis [after application of [Prescription Copay[s] ][and][[ Prescription Drug] Deductible[s]]]. The percentage paid by Us is shown on the Schedule of Benefits.]

**[Prescription Drug Copay:** A charge for each Prescription Drug which is filled or refilled before benefits are payable. If the Prescription Drug Covered Charge is less than the Prescription Drug Copay, then the Covered Person will only be responsible for paying the entire cost of the Prescription Drug. The Prescription Drug Copay is shown on the Schedule of Benefits.]

**[Prescription Drug Covered Charge(s):** The expense Incurred for Prescription Drugs that:

- [is considered at [120%] of the Average Wholesale Price determined by the manufacturer and published in, and updated [bi-weekly] by, an industrywide data system that collects manufacturers' prices;] and
- [is subject to any applicable [Prescription Drug Copay[s],][Prescription Drug Deductible[s], ] [ Deductible, ][Coinsurance,] [ and ][Prescription Drug Coinsurance/Out-of-Pocket][ Out-of-Pocket Maximum;] and
- [is exclusive of any drug manufacturer rebates].]

Compound Medications will be considered at [120%] of the Average Wholesale Price [of the Compound's most expensive Federal Legend Drug or State Restricted Drug].

**[Prescription Drug Deductible:** The amount [in aggregate] that [each] Covered Person[s] [under the same family plan] must pay each Year [in addition to the [In-Network] Deductible] before Prescription Drug Covered Charges are payable. The Prescription Drug Deductible is shown on the Schedule of Benefits.]

[If a Covered Person incurs Prescription Drug Covered Charges in the last [3 months] of a Year which are used toward meeting the Prescription Drug Deductible, the amount of such charges will be used toward meeting his Prescription Drug Deductible for the next Year.]

**[Prescription Drug(s):** Drugs and medicines that are

- prescribed in writing by a Physician;
- legally available only by prescription;
- dispensed by a licensed Pharmacist;
- [dispensed through a [licensed Pharmacy] [or] [Mail Order Service] [or] [licensed wholesale pharmacy facility, whether administered in a Physician's office (not including sample(s))] [or] [in Inpatient Hospital, Outpatient Hospital or non-Hospital facilities;] and
- one of the following:
  - Federal Legend Drugs;
  - State Restricted Drugs; or
  - Compound Medications

Prescription Drugs include the following:

- [Contraceptives, oral or other, whether medication or device, regardless of intended use;]
- [disposable insulin needles and syringes;] [and]
- [disposable blood/urine/glucose/acetone testing agents (Chemstrips, Acetest tablets, Clinitest tablets, Diastix Strips, Lancets, and Tes-Tape)].]

**[Routine:** Services for the evaluation and management of general health conducted in the absence of a presenting complaint or other indication of Sickness or Injury.]

**[Specialty Drug(s):** Certain Prescription Drugs identified by Us due to their cost, composition, storage requirements, and/or methods of administration. We maintain a list of Specialty Drugs on our website or via the customer service number on the ID card. [Specialty Drugs are not available under the Mail Order Service benefit.]

**State Restricted Drugs:** Any drug which is legally available only by prescription under state law.

**[Transplant Services:** [Prior Authorized] services and supplies provided during a Transplant Benefit Period which are related to a [Pre-Certified][Pre-Notified] [heart, heart/lung, intestinal, kidney, kidney/pancreas, pancreas, liver, lung or bone marrow] transplant procedure, approved in writing by Us, including, but not limited to:

- pre-transplant patient evaluation for the Medical Necessity of the transplant;
- procurement charges;
- Hospital charges;
- Physician charges; and
- tissue typing and ancillary services.]

**[Urgent Care:** A serious medical condition, or the existence of symptoms, which

- arise suddenly and unexpectedly;
- are neither life threatening nor likely to cause permanent damage or disability; and
- would lead an ordinarily prudent person to seek medical advice or treatment for the condition.]

**[Urgent Care Center:** A facility whose primary function is the provision of Urgent Care, other than: a Physician's office; an emergency facility; a facility physically attached to a hospital emergency room.]

**[Urgent Care Center Access Fee:** A per visit amount that must be paid by the Covered Person for services rendered in the Urgent Care Center [when the person is not hospital confined as a result of the visit]. [The Urgent Care Center Access Fee is described in the application of Urgent Care Center Access Fee provision]. [The Urgent Care Center Access Fee is [in addition to the Deductible and is] shown on the Schedule of Benefits.

ACXXCM04503

## [COVERED CHARGES

- **[Inpatient Hospital Services:]** Subject to applicable [Coinsurance,] [Copay[s]], [Deductible[s],] [Encounter Fee,] [and] [Prevailing Fee,] Inpatient Hospital Services are:
  - ]room, board and general nursing care for each day of confinement as an inpatient in a Hospital, including confinement solely for dental care or treatment, up to the most common semiprivate (two-bed) room rate at the Hospital where confined. However, only [90%] of a private (one-bed) room will be considered a Covered Charge in a Hospital with only private rooms.
  - ]miscellaneous services and supplies furnished by the Hospital and not included in the room charge. This benefit is paid only for expense Incurred during inpatient confinement in a Hospital.
- **[Outpatient Hospital Services:]** Subject to applicable [Coinsurance,] [Copay[s]], [Deductible[s],] [Encounter Fee,] [and] [Prevailing Fee,] Outpatient Hospital Services are:
  - services and supplies furnished by a [Hospital] [ or] [a Free-Standing Surgical Center] on an outpatient basis, including services and supplies solely for dental surgery.]
- **[Non-Hospital Services:]** Subject to applicable [Coinsurance,] [Copay[s]], [Deductible[s],] [Encounter Fee,] [and] [Prevailing Fee,] Non-Hospital Services are:
  - services and supplies furnished by non-Hospital providers, including, but not limited to, [Ambulance,] [Birthing Centers,] [Dialysis Facilities,] [Free-Standing Surgical Centers,] [Durable Medical Equipment and Prosthetics,] [home health care,] [Hospice Care,] [and] [Extended Care Facilities].
- **Physician's Fees:** Subject to applicable [Coinsurance,] [Copay[s]], [Deductible[s],] [Encounter Fee,] [and] [Prevailing Fee]. [Assistant surgeon expenses are limited to [20%] of the Prevailing Fee for the surgical procedure for which services are rendered.]
- **Prescription Drugs:** Subject to applicable [Coinsurance,] [Copay[s]], [Deductible[s],] [Encounter Fee,] [and] [Prescription Drug Covered Charges], Prescription Drugs are covered as indicated on the Schedule.] [Contraceptives, oral or other, whether medication or device, and regardless of intended use, are covered under this benefit.]

- [Emergency accident medical services incurred as the result of an Injury which are rendered within 90 days after the time of accident causing such Injury, which are:
  - services of a legally qualified Physician or surgeon;
  - necessary outpatient medical services and supplies furnished by the Physician or a clinic;
  - anesthesia and its administration, except when furnished by a Hospital; or
  - local Ambulance service furnished in connection with emergency medical treatment rendered in a place other than a Hospital.]
- [Charges incurred on an Urgent Care basis at a non-emergency facility. [Subject to the Urgent Care Center Access Fee listed on the Schedule of Benefits.]] [Charges incurred from centers that are connected physically or financially with an emergency room are considered outpatient emergency room services and are subject to provisions related to emergency care.]
- Convalescent care in an Extended Care Facility following a Hospital stay of at least [3] consecutive days. Care must begin within [14] days following the Hospital stay and be for the same or related condition. Limited to [60] days per Year.
- Home health care following a confinement of at least [3] consecutive days in a Hospital or Extended Care Facility. Care must begin within [14] days following such confinement and be for the same or related condition as the confinement.

The attending Physician must establish a written plan for home health care, prior to the first visit, and certify that:

- hospitalization or confinement in an Extended Care Facility would otherwise be required; and
- home care will be provided by a Home Health Care Agency.

Home health care benefits include:

- intermittent nursing care by a registered nurse or by a licensed practical nurse under the supervision of a registered nurse;
- intermittent home health aide services which consist primarily of caring for the patient;
- physical therapy, occupational therapy and speech therapy provided by the Home Health Care Agency; and
- medical supplies, medications, and laboratory services which would be covered had the person been confined to a Hospital.

Each visit made by a representative of a Home Health Care Agency will be deemed to be one home health care visit. In the case of home health aide services, however, 4 hours will be deemed to be one home health care visit. [ Limited to [50] visits per Year.]

No home health care benefits will be payable for: medical care not included in a written home health care plan; services provided by the Immediate Family or a person who ordinarily resides with the Covered Person; or services not listed above as a benefit.

- [Routine Audiometric Expenses as follows:
  - [- Audiometric examination including:]
    - [- a complete case history;]
    - [- pure tone audiometry;]
    - [- air and/or bone conduction;]
    - [- speech reception threshold measurement;]
    - [- speech discrimination measurement;]
    - [- diagnosis of hearing problems;] [and]
    - [- prescription of proper hearing aid device].
  - [- Hearing aid services and supplies including:]
    - [- taking of ear measurements;]
    - [- preparation and fitting of ear mold;]
    - [- assistance in selection of hearing aid device;]

- [- verifying the accuracy of prescription;]
  - [- custom fitting and adjusting of hearing aid device;]
  - [- progress visit or follow up of professional and mechanical nature;]
  - [- subsequent adjustments to maintain comfort and efficiency]; [and]
  - [- consultation regarding hearing aid problems].
- [- Hearing aid repairs.]]

ACXXCM11004

- Hospice home care prescribed by the attending Physician and approved by the medical director of a hospice. The attending Physician must certify a life expectancy of 6 months or less for the terminally ill Covered Person. Care that extends beyond 6 months must be prescribed by the Physician and approved by the medical director of the hospice.

Hospice home care is available to the terminally ill Covered Person and his family while he is not confined in a Hospital or hospice facility. Family is limited to the Covered Person's parents, spouse and children.

Hospice home care services for the terminally ill Covered Person provide:

- Medically Necessary treatment by a Physician;
- intermittent nursing care by a registered nurse or licensed practical nurse under the supervision of a registered nurse;
- physical therapy, occupational therapy and speech therapy;
- nutritional guidance given by a registered nutritionist;
- drugs and medicines lawfully obtainable only upon the written prescription of a Physician;
- blood transfusions and blood which is not donated or replaced;
- oxygen and other gases and their administration;
- dressings; and
- rental of durable medical equipment.

Hospice home care services for the family provide:

- medical social services provided by a licensed social worker. Services include:
  - assessment of social, psychological and family problems related to or arising out of the terminally ill Covered Person's illness and treatment;
  - recommending appropriate action and use of community resources to assist in resolving family problems; and
  - assisting in the development of treatment for the terminally ill Covered Person for the family.
- [- bereavement counseling services during the 3 months following the death of the Covered Person. Services must be provided by a licensed social worker or pastoral counselor.]

- Expenses incurred for the treatment of Chemical Abuse.
  - Treatment prescribed by a Physician and rendered:
    - by a Physician; or
    - in a licensed or JCAHO approved rehabilitation facility which provides 24-hour nursing services if confined.
  - Inpatient treatment is subject to a Lifetime Maximum of [10] days.
  - Outpatient treatment is subject to a Lifetime Maximum of [60] visits, paid at 50%.
- Expenses incurred for the treatment of Mental or Nervous Disorders as an Inpatient in a Hospital or as an Outpatient. Benefits for Services provided by outpatient psychiatric centers will be covered the same as for Outpatient Hospital care.

- Rental (up to the purchase price) of a wheelchair, hospital type bed, or other durable medical equipment, with the minimum features necessary for the circumstances, which meet all of the following tests:
  - can withstand repeated use;
  - is mainly used for a medical purpose;
  - is not useful except to treat Sickness or Injury; and
  - is essential for a person's treatment plan that is reviewed on a regular basis.

We may, at Our option, purchase such equipment. If purchased, the Covered Charge is limited to the purchase price and the cost of installation reduced by any amount paid for rental.

- Physical, occupational, respiratory and cardiac rehabilitation therapy recommended by a Physician and performed by a licensed professional therapist according to a predetermined plan of treatment.
- Vision therapy treatment necessary to establish or improve neurological reflex activity of the ocular muscles, which is rendered by a Physician. Vision therapy does not include any services or examinations for the prescription or fitting of corrective lenses to enhance sight.
- Speech therapy services which meet all of the following criteria:
  - prescribed by a licensed Physician;
  - rendered by a therapist licensed by the American Speech and Hearing Association (ASHA); and
  - rehabilitation or correction of a previously existing speech pattern as a result of Sickness or Injury.

Speech therapy does not include services which are educational in nature, such as an underdeveloped speech pattern. Benefits are limited to a Lifetime Maximum of [75] visits.

- [Routine and preventive care for ages [2] and older:  
Covered expenses shall include the following Routine services and supplies which are not required due to a Sickness or Injury, subject to any age restrictions below and any limitations on the Schedule of Benefits:
  - [- Routine physical ;]
  - [- pediatric examinations;]
  - [- Routine blood tests;]
  - [- Routine laboratory tests, chemistry panel and urinalysis;]
  - [- Routine immunizations (including influenza and pneumonia vaccines);]
  - [- annual screening electrocardiograms (EKG/ECG) at ages [50] and above or age [40] and above with 2 risk factors;]
  - [- bone density testing every [2 years] at ages [50] and above]
  - one Prostate cancer screening (PSA) every [2-year] period after age [40]. Charges for the office visit and associated expenses are not included in this benefit.
  - one Papanicolaou (PAP) smear test per Year and associated office visit.
  - mammography screening limited to:
    - one baseline for ages [35] through [39];
    - one every two Years ages [40] through [49];
    - one per Year ages [50] and older.]
  - colorectal cancer screenings, as follows:
    - digital rectal exam annually at ages [40] and above;
    - flexible sigmoidoscopy, every [5 years] at ages [40] and above;
    - barium enema every [5 years] at ages [40] and above;
    - fecal occult blood test, annually at ages [50] and above;
    - colonoscopy every [10 years] at ages [50] and above.

- Children's Preventive Health Care Services limited to one visit at ages: birth; 2 weeks; 2 months; 4 months; 6 months; 9 months; 12 months; 15 months; 18 months; 2 years; 3 years; 4 years; 5 years; 6 years; 8 years; 10 years; 12 years; 14 years; 16 years; and 18 years. Includes medical History, physical exam, developmental assessment, anticipatory guidance, and lab tests.
  - Routine nursery care and pediatric care of a newborn child for up to [5] full days, or until the mother is discharged from the Hospital following the birth of the child, whichever is earlier.
  - tests on a newborn child for: hypothyroidism, phenylketonuria, galactosemia, and in the case of a non-Caucasian newborn, tests for sickle-cell anemia, as well as any testing of newborns mandated by law
  - child immunizations through age eighteen.
- [Allergy injections.]
  - Diagnostic imaging tests, including new technology, but not limited to, Magnetic Resonance Imaging (MRI), Positron Emission Tomography (PET), Computerized Tomography (CAT) Scans and Single Proton Emission Computerized Tomography (SPECT). [Routine x-rays [are][are not] included].
  - Expenses incurred for Transplant Services, organ or bone marrow procurement or acquisition, and lodging, meals, and transportation, when related to Transplant Services being performed at a Designated Transplant Facility, up to the maximum(s) shown on the Schedule of Benefits. Transplant procedures are described in the Limitation Section.
  - Expenses incurred for organ or bone marrow transplants, which are not Transplant Services being performed at a Designated Transplant Facility, up to the maximum(s) shown on the Schedule of Benefits. Transplant procedures are described in the Limitation Section.
  - Equipment, supplies and services for treatment of Type I, Type II and gestational diabetes, including diabetes self-management. Diabetes self-management training is limited to:
    - one per lifetime training program, which can include up to 3 sessions for management and self-education services that may be provided in either an inpatient or outpatient setting and which must be provided in accordance with a program in compliance with the national Standards for Diabetes Self-Management Education Program as developed by the American Diabetes Association. Qualified providers of such services can include any of the following: physicians, nurse practitioners, physician assistants, registered dietitians, nurse midwives, clinical psychologists, clinical social workers or a diabetes educator certified by the American Diabetes Association. Such a program includes medical nutrition therapy relating to diet, caloric intake and diabetes management, but does not include programs the primary purposes of which are weight reduction; and
    - an additional diabetes self-management training due to a significant change in symptoms or conditions.
  - In vitro fertilization procedures, including cryopreservation, for the Covered Person and the Covered Person's spouse, if all the following conditions are met:
    - the patient and patient's spouse have a history of unexplained infertility of at least [2 years], or the infertility is associated with one or more of the following medical conditions:
      - endometriosis; exposure in utero to diethylstilbestrol; blockage of, or surgical removal of, one or both fallopian tubes, except due to voluntary sterilization, or abnormal male factors contributing to the infertility;
      - the patient's oocytes are fertilized with her spouse's sperm;
      - the patient has been unable to attain a successful pregnancy through other applicable treatments for which coverage is provided under the Certificate; or

- the in vitro fertilization procedure is performed at a facility that conforms to the American College of Obstetric and Gynecology guidelines for in vitro fertilization clinics or to the American Fertility Society minimal standards for programs of in vitro fertilization.

Covered Charges related to in vitro fertilization are subject to the maximum shown on the Schedule of Benefits.

- Expenses incurred for medically necessary care and treatment of loss or impairment of speech or hearing. Includes communicative disorders generally treated by a speech pathologist or audiologist licensed by the Board of Examiners in Speech-Language Pathology and Audiology, and which fall within the scope of his or her area of certification. Hearing instruments or devices are not covered.
- Coverage for payment of anesthesia and hospital or ambulatory surgical facility charges for services performed in connection with dental procedures in a hospital or ambulatory surgical facility, if:
  - the provider treating the patient certifies that because of the patient's age or condition or problem, hospitalization or general anesthesia is required in order to safely and effectively perform the procedures; and
  - the patient is:
    - a child under seven (7) years of age who is determined by two (2) dentists to require without delay necessary dental treatment in a hospital or ambulatory surgical center for a significantly complex dental condition;
    - a person with a diagnosed serious mental or physical condition; or
    - a person with a significant behavioral problem as determined by the covered person's physician.

ACARCM12006

- Temporomandibular joint treatment, including, but not limited to, any services, supplies, or appliances provided in connection with the treatment to alter, correct, fix, improve, remove, replace, reposition, restore, or treat: the jaw; any jaw implant; the joint of the jaw; the teeth; the gums and tissues around the teeth; the parts of the upper and lower jaw which contain the teeth; the meeting of upper and lower teeth; or the chewing muscles. These services, supplies, or appliances are limited regardless of symptoms, Sickness or Injuries which affect other parts of the body or which are provided in connection with any examination or treatment because of pain, injury, decay, malformation, disease, or infection.
- Pre-admission testing: x-rays and tests performed at a Hospital on an outpatient basis prior to a stay in such Hospital for surgery. This benefit is paid only for expenses incurred for x-rays and tests related to the proposed surgery and deemed necessary by the Physician. This benefit is paid only for expenses incurred after the later of:
  - the date the surgical diagnosis is made;
  - the date the Physician reserves the Hospital room; or
  - the date the Physician schedules the operating room.

This benefit is paid in lieu of any other benefits for the same expenses. It is not paid if the person refuses to undergo, cancels, or postpones the surgery, except when due to reasons beyond his control.

- Repair or replacement, if necessary, of sound natural teeth due to damage caused solely by Injury or Sickness .
- Cosmetic correction of damage caused solely by Sickness or Injury.
- Manipulation Therapy. [Limited to the maximum(s) shown on the Schedule of Benefits.]
- Hospital length of stay and reconstructive surgery following mastectomy as follows:
  - reconstruction of the breast on which the mastectomy has been performed;
  - surgery and reconstruction [of the other breast] to produce a symmetrical appearance;
  - prostheses and physical complications of all stages of mastectomy, including lymphedemas; and
  - hospitalization following mastectomy of at least [48 hours]. Early discharge from the Hospital

may occur if the decision is made by the attending Physician after consultation with the Covered Person.

- Hospitalization for a Covered Person and newborn following childbirth of at least [48 hours] for a vaginal delivery and [96 hours] for a cesarean delivery. The length of stay begins at the time of delivery if the delivery takes place in a Hospital. If the delivery does not take place in a Hospital, the length of stay begins once the Covered Person and newborn are admitted to the Hospital as inpatients.

A Covered Person is not required to stay [48/96 hours] if the attending provider, after consulting with the Covered Person, and in accordance with the protocols and guidelines developed by the American College of Obstetricians and Gynecologists or the American Academy of Pediatrics, decides to discharge the Covered Person and newborn earlier.

If the Covered Person and newborn are discharged early, they will be entitled to a post-discharge Physician's office visit or an in-home visit to verify the condition of the newborn in the first 48 hours after discharge. Benefits are subject to Deductible[, ] [and ]Coinsurance[, and Encounter Fee] in accordance with the Policy.

- The following services and supplies will be covered for conditions that are considered Complications of Pregnancy:
  - Hospital confinement will be covered that is required to treat the following conditions in a Covered Person or Dependent spouse:
    - acute nephritis;
    - nephrosis;
    - cardiac decompensation;
    - HELLP syndrome;
    - uterine rupture;
    - amniotic fluid embolism;
    - chorioamnionitis;
    - fatty liver in pregnancy;
    - septic abortion;
    - placenta accreta;
    - gestational hypertension;
    - puerperal sepsis;
    - peripartum cardiomyopathy;
    - cholestasis in pregnancy;
    - thrombocytopenia in pregnancy;
    - placenta previa;
    - placental abruption;
    - acute cholecystitis and pancreatitis in pregnancy;
    - postpartum hemorrhage;
    - septic pelvic thrombophlebitis;
    - retained placenta;
    - venous air embolus associated with pregnancy;
    - miscarriage, or an emergency caesarean section required because of:
      - fetal or maternal distress during labor; or
      - severe pre-eclampsia; or
      - arrest of descent or dilatation; or
      - obstruction of the birth canal by fibroids or ovarian tumors; or
      - necessary because of the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that, in the absence of immediate medical attention, will result in placing the life of the mother or fetus in jeopardy.

For the purposes of this paragraph a caesarean section delivery is not considered to be an emergency caesarean section if it is merely for the convenience of the Covered Person or Dependent spouse and/or Physician, or solely due to a previous caesarean section.

- Treatment, diagnosis or care for the following conditions of a Covered Person or Dependent spouse when the condition was caused by, necessary because of, or aggravated by the pregnancy:
  - hyperthyroidism;
  - hepatitis B or C;
  - HIV;
  - human papilloma virus;
  - abnormal PAP;
  - syphilis;
  - chlamydia;
  - herpes;
  - urinary tract infections;

- thromboembolism;
  - appendicitis;
  - hypothyroidism;
  - pulmonary embolism;
  - sickle cell disease;
  - tuberculosis;
  - migraine headaches;
  - depression;
  - acute myocarditis;
  - asthma;
  - maternal cytomegalovirus;
  - urolithiasis;
  - DVT prophylaxis;
  - ovarian dermoid tumors;
  - biliary atresia and/or cirrhosis;
  - first trimester adnexal mass;
  - hydatidiform mole; or
  - ectopic pregnancy.
- The following services and supplies when not included above:
    - anesthetics and their administration.
    - local Ambulance service furnished by an organization which normally provides this type of service.
    - [- Insulin syringes and needles;]
    - [- glucose monitoring equipment (Accu-check, Dextrometer);]
    - [- disposable blood/urine/glucose/acetone testing agents (Chemstrips, Acetest tablets, Clinitest tablets, Diastix Strips, Lancets, and Tes-Tape).]
    - x-rays (but not dental x-rays) and laboratory tests done for diagnosis or treatment.
    - x-ray, radium, cobalt and radioactive isotope therapy.
    - elective abortion.
    - blood and blood plasma.
    - casts, splints, crutches, trusses, and braces (but not dental braces).
    - oxygen and equipment for its administration.
    - original purchase of artificial limbs or other prosthetic devices with the minimum features necessary for the circumstances. Subsequent purchase only as needed due to growth of the patient or progression of the Sickness or Injury.
    - Durable Medical Equipment and Prosthetics.
    - all other Medically Necessary treatment, services and supplies.

## EXCLUSIONS

Benefits will not be paid for expenses arising from or in connection with:

- charges in excess of the Prevailing Fee.
- treatment, services or supplies which are:
  - not Medically Necessary;
  - experimental, investigational, educational or primarily for the purpose of medical or other research;
  - rendered in connection with Custodial Care;
  - not prescribed by a Physician as necessary to treat a Sickness or Injury;
  - received without charge or legal obligation to pay;
  - supplies or treatment that would not routinely be paid in the absence of insurance;
  - furnished by an employer maintained health department or clinic, by a labor union or other similar person or group; or
  - performed or received when coverage provided herein is not in effect;
- Physician fees for any treatment when the Physician is not physically present;
- charges for missed or canceled appointments, stand-by charges or surcharges for non-emergency after hours or weekend visits or home visits unless otherwise listed in Covered Charges;
- service or supply furnished by a member of the Immediate Family or person who usually resides in Your home;
- services provided due to a court order;
- services or supplies provided for, or paid for, by any federal, state or local government (except under Medicaid) unless the person is legally required to pay;
- [charges in excess of the Covered Charge;]
- Routine services, except as shown in Covered Charges;
- [immunizations or vaccines required for travel;]
- war, declared or undeclared, acts of war, or while in the military service of any country;
- participating in a riot, civil disturbance or illegal occupation; or commission of, or attempt to commit, a felony or crime which would be a felony if prosecuted;
- [loss due to [driving while intoxicated;], [being in a car accident and not wearing a seatbelt when required by law, at the time of the accident;] [motorcycling or motor scooter operation or riding without a helmet when required by law;]
- [active participation, not as an observer, in hazardous recreational activities, including, but not limited to: [skydiving;] [auto racing or drag racing at an organized event;] [hang gliding;] [bungee jumping;] [the use of illegal fireworks;] [motorized dirt bike riding;] [all terrain vehicle operation;] [scuba diving (unless PADI Certified);] [parachuting;] [rodeo participation;] [mountain climbing] and [piloting a non-commercial aircraft;]
- [loss due to intentionally self-inflicted Sickness or Injury, if the Sickness or Injury is not the result of a medical condition;]
- [loss due to suicide, if the suicide is not the result of a medical condition;]
- cosmetic surgery, except as specifically stated in Covered Charges;
- sex transformations or services related to sexual dysfunction;
- [rogaine;]
- [treatment of alopecia (loss of hair), hair prostheses or hair transplants;]
- [treatment (including cutting or removal) of toe nails or superficial lesions of the feet including corns, calluses and hyperkeratoses, other than removal of nail matrix or root;]
- [hygienic and preventive maintenance foot care, treatment of flat feet, subluxation of the foot or shoe orthotics;]
- [nail fungal treatment;]
- [electroshock Wave Therapy for treatment of plantar fasciitis and other muscular skeletal disorders;]

- [treatment for weight reduction, [for medical and non-medical reasons, including but not limited to: weight reduction or weight control surgical procedures, devices, regimens, treatments, therapies, services or products;] [also] [including anorectics or any drugs used for weight control; nutrition-based therapy and counseling];
- [behavior modification or psychological counseling in connection with [smoking cessation] [and] [weight control];]
- [medication prescribed as a smoking deterrent;]
- [nutritional counseling related to illness including, but not limited to [chronic fatigue][and][attention deficit hyper activity disorder;]
- [reversal of voluntary sterilization;]
- expenses incurred in connection with [the pregnancy of a Dependent child][pregnancy], except for Complications of Pregnancy;
- [elective abortions;]
- [voluntary sterilization;]
- [cryoanalgesia and therapeutic cold devices;]
- [medical and surgical treatment for hyperhidrosis (excessive sweating);]
- [treatment of benign gynecomastia (abnormal enlarged male breast);]
- [devices and computers to assist in communication and speech;]
- [maintenance exercise therapy;]
- [occupational therapy;]
- [maintenance physical therapy;]
- [maintenance manipulation therapy;]
- [maintenance speech therapy;]
- [speech therapy when rendered for the treatment of psychosocial speech delay, behavioral problems (including impulsive behavior and impulsivity syndrome), attention disorder, conceptual handicap, or mental retardation;]
- [medical and surgical treatment for snoring, except when provided as a part of treatment of documented obstructive sleep apnea;]
- [oral appliances for snoring;]
- dental care or treatment, except as specifically stated in Covered Charges;
- dental implantology;
- [orthognathic surgery;]
- [eye refractions; eyeglasses; contact lenses or the fitting of contact lenses (unless necessary after surgery) or examinations for their prescription or fitting; eye exercises; or services or supplies related to the treatment of refractive error;]
- [radial keratotomy or keratomileusis or excimer laser photo refractive keratectomy, and all services and supplies related thereto;]
- [orthoptic therapy;]
- hearing aid batteries;
- [hearing aids, services and supplies for hearing aids and examinations;]
- [charges in excess of the Prescription Drug Covered Charge;]
- [expenses incurred for Prescription Drugs, except if received while an inpatient;]
- [Prescription Drugs.]
- [non-Prescription Drugs.]
- vitamins; minerals or nutritional substances; or supplements;
- [Prescription Drugs, except as specifically stated in Covered Charges;]
- [drugs not approved by the Food and Drug Administration (FDA);]
- [disposable blood/urine/glucose/acetone testing agents (Chemstrips, Acetest tablets, Clinitest tablets, Diastix Strips, Lancets, and Tes-Tape);]
- [disposable insulin needles and syringes;]
- [insulin;]
- [pre-natal vitamins;]
- [emergency allergic kits;]
- [contraceptives, oral or otherwise;]

- [growth hormones;]
- [tretinoin (Retin-A), all dosage forms, for persons age [26] and over;]
- [non-sedating antihistamines (allergy medication);]
- [migraine medications;]
- [imported drugs;]
- [Specialty Drugs][, not obtained through our Specialty Pharmacy][:;]
- [application of medications through skin with the use of high frequency sound waves (phonophoresis);]
- services and supplies related to alternative or complimentary medicine, including but not limited to acupressure, acupuncture, aroma therapy, bioenergal synchronization technique (BEST), biofeedback, contact reflex analysis, holistic medicine, herbal therapy, hypnotism, iridology (study of the iris), massage therapy, naturopathy, reike therapy, rolfing, thermograph, or other forms of alternative treatment as defined by the National center for Complementary and Alternative Medicine of the National Institute of Health or any similar successor organization;
- [home traction device;]
- items for comfort or convenience, including but not limited to television, beauty/barber service, guest service, and supplies, equipment or similar incidental services and supplies, such as air conditioners, air purifiers and filters, batteries, battery chargers, dehumidifiers, humidifiers or whirlpools;
- expenses Incurred as part of a rest cure, or at a health spa or similar facility;
- [health club membership;]
- services of any educational institution;
- [losses Incurred by a person who is outside of the United States [for more than [90] days per Year].]

ACARCM20507

## **[APPLICATION OF LIFETIME MAXIMUM**

The Lifetime Maximum applies separately to each Covered Person. The Lifetime Maximum[s] [is/are] shown on the Schedule of Benefits.

[The lifetime Maximum for Your coverage may differ based on whether You choose Preferred or Non-Preferred Providers. If the Covered Person resides outside of a PPO area, the Covered Person must utilize a Preferred Provider for charges to be applied toward the In-Network Lifetime Maximum, as shown in the Schedule.]

[The In-Network and Out-of-Network Lifetime Maximum are accumulated on a combined basis. In-Network maximum amounts paid for Covered Charges will be used to satisfy the Out-of-Network Lifetime Maximum. Out-of-Network amounts paid for Covered Charges will be used to satisfy the In-Network Lifetime Maximum.]

ACXXCM40400

## **APPLICATION OF DEDUCTIBLE**

The [individual][family] Deductible applies [separately] to each [Covered Person][covered family]. [The individual Deductible applies separately to a mother and newborn child. ][PPO and NON-PPO charges will satisfy both the PPO and NON-PPO deductibles.]

[The following will not accumulate toward the Deductible:

- [additional Deductible(s);]
- [Inpatient Per Confinement Hospital Deductible(s);]
- [Encounter Fee(s);]
- [Copay(s);]
- [Prescription Drug Copay(s);]
- [Emergency Room Access Fee(s);]
- [Urgent Care Access Fee(s);]
- [Covered Charge(s) paid at 100%][; or]
- [routine physical exams] [and] [immunizations].

[Covered Persons under the same family plan need [only] satisfy [an aggregate of individual][a family] Deductible amount[s] each Year. ]The [individual] [and] [family] Deductible[s are] [is] shown on the Schedule of Benefits.

[If two or more Covered Persons in Your family incur expenses from injuries sustained in a single accident, only one Deductible will be applied to all Covered Charges incurred in connection with the accident.]

[If a person incurs Covered Charges which are used toward meeting the Deductible in the last [3 months] of a Year, the amount of such charges will be used toward meeting his Deductible for the next Year.]

## **APPLICATION OF COINSURANCE**

Coinsurance applies separately to each Covered Person. The percentage paid by Us is shown on the Schedule of Benefits.

## **APPLICATION OF OUT-OF-POCKET MAXIMUM**

The [individual][family] Out-of-Pocket maximum applies [separately] to each [Covered Person][covered family]. [ Covered Persons under the same family plan need [only] satisfy [an aggregate of individual][the family] Out-of-Pocket amount[s] each Year. ] [PPO and NON-PPO charges will satisfy both the PPO and NON-PPO deductibles and Out-of-Pocket Maximum.] The [individual] [and] [family] Out-of-Pocket Maximum[s are] [is] shown on the Schedule of Benefits.

[The following will not accumulate toward the Out-of-Pocket Maximum:

- [Deductible(s);]
- [Inpatient Per Confinement Hospital Deductible(s);]
- [Encounter Fee(s)] [and charges in excess of the Encounter Fee(s);]
- [Copay(s)] [and charges in excess of the Copay(s);]
- [Prescription Drug Copay(s);]
- [Prescription Drug Coinsurance[(s)] [for Mail Order Service];]
- [Emergency Room Access Fee(s);]
- [Urgent Care Access Fee(s);]
- [Covered Charge(s) paid at 100%;]
- [routine physical exams and immunizations;] [or]
- [treatment of] [Mental or Nervous Disorders] [and] [Alcohol Abuse] [or] [Chemical Abuse].]

ACXXCM40605

**APPLICATION OF URGENT CARE CENTER ACCESS FEE**

The Urgent Care Center Access Fee applies to facility charges Incurred for an Urgent Care Center visit. Any applicable [Deductible(s)] [and/or] [Coinsurance(s)] apply to Covered Charge(s) in excess of the Urgent Care Center Access Fee. The Urgent Care Center Access Fee will [not] accumulate toward the [Deductible] [or] [Coinsurance/Out of Pocket Maximum].

ACXXCM40900

#### **[APPLICATION OF ENCOUNTER FEE**

Covered Charges in excess of the Encounter Fee Incurred in a Physician's office for the same day of service will be paid at [100%]. The Encounter Fee does not accumulate toward the Deductible or Out-of-Pocket maximums. The Encounter Fee does not apply to expenses Incurred in a Physician's office for: [surgery;][ charges directly related to surgery;][ prescription drugs;][ allergy injections;][Routine or preventive care;][ dialysis;][ chemotherapy;] [or] [radiation therapy].]

#### **[APPLICATION OF ENCOUNTER FEE**

The Encounter Fee applies to services rendered as shown in the Schedule of Benefits. Any applicable Deductible(s) and/or Coinsurance(s) may apply to Covered Charge(s) in excess of the Encounter Fee. The Encounter Fee will not accumulate toward the [Deductible] [or] [Coinsurance/Out-of-Pocket Maximum]. The Encounter Fee does not apply to expenses Incurred in a Physician's office for: [surgery;][ charges directly related to surgery;][ prescription drugs;][ allergy injections; ][Routine or preventive care;][ dialysis;][ chemotherapy;] [or] [radiation therapy].]

ACXXCM41003

## **[PPO DISCOUNT**

PPO discounts will only be applied to charges Incurred on benefits that have been authorized, if necessary, and are covered by the Plan.]

## **[OUT-OF-POCKET COSTS FOR NON-PREFERRED PROVIDERS [AND PREFERRED PROVIDER CHARGES EXCEEDING THE PREVAILING FEE]**

### **WARNING, LIMITED BENEFITS WILL BE PAID WHEN NON-PREFERRED PROVIDERS ARE USED [OR WHEN PREFERRED PROVIDER CHARGES FOR DURABLE MEDICAL EQUIPMENT OR PROSTHETICS EXCEED THE PREVAILING FEE].**

You should be aware that when You elect to use the services of a Non-Preferred Provider for a covered service in non-emergency situations, benefit payments to the Non-Preferred Provider are not based upon the amount billed. The basis of Your benefit payment will be determined according to Your plan's Prevailing Fee (which is determined by comparing charges for similar services adjusted to the area where the services are performed), or another method as defined by the Certificate. **YOU CAN EXPECT TO PAY MORE THAN THE COINSURANCE AMOUNT DEFINED IN THE CERTIFICATE AFTER THE PLAN HAS PAID ITS REQUIRED PORTION.**

Non-Preferred Providers may bill insureds for any remaining amount of the bill after the plan has paid its portion of the bill. Preferred Providers have agreed to accept discounted payments for services with no additional billing to the Insured other than [Copays,] [Encounter Fees,] [Coinsurance] [and] [Deductible] amounts. [However, We will not pay more than the Prevailing Fee for any Durable Medical Equipment or Prosthetic Devices obtained from a Preferred Provider. A Preferred Provider may bill You for any remaining amount after the plan has paid the Prevailing Fee for Durable Medical Equipment or Prosthetic Devices.]You may obtain further information about the participating status of professional providers and information on out-of-pocket expenses by calling the toll free telephone number on Your identification card.]

ACXXCM41101

## **[NON-PPO EMERGENCY CARE**

Services rendered by a Non-Preferred Provider to treat an emergency will be covered as if rendered by a Preferred Provider until the person can reasonably and safely be transferred so as to receive services or care by a Preferred Provider. The Prevailing Fee will be applied to charges incurred for Non-PPO Emergency care.

An emergency must result from Injury or from the sudden onset of a medical condition for which the person seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care the person could reasonably expect that:

- His life or health would be in serious jeopardy;
- His bodily functions would be seriously impaired; or
- A body organ or part would be seriously damaged.

If an inpatient confinement results from the emergency, refer to the [Pre-Authorization][Pre-Notification] Provisions to determine any [Pre-Authorization][Pre-Notification] requirements that [must/should] be met.]

ACXXCM41503

## PRE-AUTHORIZATION PROVISIONS

Pre-Authorization (Pre-Authorized/Pre-Authorize) is a review process to determine whether a service will be deemed Medically Necessary. Authorization (Authorized) means a service was deemed Medically Necessary as a result of the Pre-Authorization review process. Any functions performed by Us for Pre-Authorization may be performed by an agency named by Us to do them.

[The following services are subject to Pre-Authorization:

- [inpatient Hospital stays;]
- [organ and bone marrow transplants]; and]
- [outpatient surgery]; and]
- [home health care]; and]
- [acute and sub-acute rehabilitation]; and]
- [skilled nursing facility admissions]; and]
- [inpatient [Mental Illness,] [Mental or Nervous Disorders,] [and] [Alcohol Abuse] [or] [Chemical Abuse] treatment]; and]
- [physical, occupational, or speech therapy]; and]
- [home infusion therapy[, including chemotherapy]]]; and]
- [dialysis] [; and]
- [private duty and skilled nursing] [; and]
- [hospice]; and]
- [inpatient and outpatient [Mental Illness,] [Nervous Disorders,] [Alcohol Abuse] [and] [Chemical Abuse] treatment]; and]
- [diagnostic tests, including, but not limited to, Magnetic Resonance Imaging (MRI) and CAT Scans.]

**How to Authorize:** To Pre-Authorize a Hospital admission, You or the attending Physician must call the telephone number for Pre-Authorization on Your identification card. The call must be made prior to admission for a non-emergency stay.

In the case of an Emergency Admission, or maternity admission, the call should be made within 48 hours after the admission, or by the next regular working day. If it is not reasonably possible to make the call within the times provided, payment will not be reduced if the call is made as soon as reasonably possible.

Be prepared to give the following information:

- Your name, [social security number][or][unique member identifier], and the Member Employer group I.D. number;
- Patient's name and date of birth;
- Hospital's [or] [.] [Home Health Care Agency's,] or hospice's name and address;
- Physician's name and telephone number;
- The diagnosis (what is wrong); and
- The treatment (what will be done and when).

[If home health care is being Pre-Authorized, the information given by the Physician must include: the specific goal of the home care plan; the necessary professional and para-professional care; and the equipment, medications and supplies that will be part of the care.]

**It is Your responsibility to ensure that proper Authorization is made.** We recommend that You follow up with the attending Physician to ensure that all medical information is provided.

Written confirmation of the Authorized treatment will be provided to You, the attending Physician, and the Hospital. [A home health care plan will be Authorized for a specific period

of time and a specific dollar amount. The plan will be reviewed weekly to assess its effectiveness and appropriateness, and revised as necessary.] You or Your Physician may, at any time prior to discharge, request a reevaluation or extension of the number of Hospital days Authorized.

Authorization will be valid for 60 days for the requesting Physician and the named Hospital. A change in either will require a new Authorization.

If the Physician's recommendation does not agree with Ours, a consulting Physician will contact the attending Physician to discuss the case. If We do not agree with the Medical Necessity of any treatment, You will be informed, in writing, of the right to receive a second opinion. A list of Board Certified Specialists will be provided.

**[Effect of Pre-Authorization on Benefits:** [No benefits will be paid for room and board charges for any period of Hospital confinement that has not been Authorized.]

**[If care or services are received for which Pre-Authorization was not attempted, We may, at Our option, conduct a retrospective review to determine the Medical Necessity of such service. If such services are determined to be Medically Necessary, a per occurrence Pre-Authorization Fee will be assessed. No benefits are payable for services determined to be not Medically Necessary. The Pre-Authorization Fee is shown on the Schedule of Benefits, and is separate from, and in addition to, the Deductible and any other cost-sharing provisions.]**

[In the event the Pre-Authorization process determines a proposed service is not Medically Necessary according to the terms of the Contract, You and the attending Physician will be advised within [48 hours] after the Physician's call. No benefits will be payable for such services if they are in fact rendered.]

**Authorization does not guarantee that proposed Hospital admissions or surgeries are covered under the Policy. Please read the coverage provisions carefully.**

ACXXCM42005]

## PRESCRIPTION DRUG BENEFIT

[This Benefit is made part of the Comprehensive Medical Benefit. It is subject to all its terms and provisions, except as herein stated.]

### DEFINITIONS

**[Annual Prescription Drug Coinsurance/Out-of-Pocket] Maximum:** The maximum amount of Prescription Drug Covered Charges for [on each Prescription Drug and each refill] which a Covered Person must pay each Year[, after application of [Prescription Drug Copay[s]], [Prescription Drug Coinsurance/Out-of-Pocket] [and] [[Prescription Drug] Deductible[s]]].

**[Compound Medications:** A randomly prepared dosage form. It must contain at least one Federal Legend or State Restricted Drug within the compound.]

**Prescription Drug Covered Charge(s):** The expense Incurred for Prescription Drugs. For Prescription Drugs purchased at a Member Pharmacy, the expense Incurred for Prescription Drugs is the payment agreed to between Us and the Pharmacy, and includes any applicable [Prescription Drug Copay[s]], [Prescription Drug Deductible[s]], [and Prescription Drug [Coinsurance/Out-of-Pocket]] and is exclusive of any drug manufacturer rebates]].

[For Prescription Drugs purchased at a Nonmember Pharmacy, the expense Incurred for Prescription Drugs:

- [is considered at [120%] of the Average Wholesale Price determined by the manufacturer and published in, and updated bi-weekly by an industry-wide data system that collects manufacturers' prices; and]
- is subject to the applicable [Prescription Drug Copay[s]], [Prescription Drug Deductible[s], ] [and ] [Prescription Drug [Coinsurance/Out-of-Pocket]] [and ]
- [is exclusive of any drug manufacturer rebates. ]]

[Compound Medications will be considered at [120%] of the Average Wholesale Price [of the Compound's most expensive Federal Legend Drug or State Restricted Drug.]]

**[Federal Legend Drugs:** Any drug which must bear the following legend: "Caution: Federal Law prohibits dispensing without a prescription."]

**[Formulary:** A list of drugs that have been selected for therapeutic efficacy and cost effectiveness and are considered the agents of choice for a Physician to prescribe.]

**[Generic Drugs:** A non-brand drug that has essentially the same chemical composition and healing effects as a name brand drug would have.]

**[Mail Order Service:** A pharmaceutical vendor that has a contract with Us to dispense Prescription Drugs through the mail [for Maintenance Drugs only].]

**[Maintenance Drugs:** Prescription Drugs taken on a regular, routine or long term basis for care and treatment of chronic conditions [only]. [Prescribed contraceptives are considered Maintenance Drugs.] [Specialty Drugs are not considered Maintenance Drugs.]

The following are examples of chronic conditions for which Maintenance Drugs are taken[:]

- [high blood pressure;]
- [arthritis;]
- [heart conditions; [and]]
- [diabetes.]]

**[Member Pharmacy:** A pharmacy which has a claim payment agreement with Us. A Member Pharmacy will accept payment of the Prescription Drug Copay[s], Prescription Drug Coinsurance and Prescription Drug Deductible[s] amount, if any, as full payment for Prescription Drugs if the Covered Person shows his identification card at the time of filling the prescription.]

**[New-to-Market Drugs:** A drug approved by the United States Food and Drug Administration (FDA) [as a new drug or as a drug used to treat a different indication than that for which it was originally approved] within the past [24 months] which will be subject to an evaluation process [not to exceed [24 months]]. The evaluation process will review additional information on the safety, cost effectiveness and efficacy of

those drug products. This evaluation process will take place to determine appropriate clinical standards of practice.]

**[Nonmember Pharmacy:** A pharmacy which does not have a claim payment agreement with Us.]

**[Non-Preferred Brand Drug:** A Formulary Prescription Drug, [other than Specialty Drugs,] that is part of a therapeutic class on the Preferred Drug List (PDL) that is less cost effective than other drugs in the same therapeutic class; or is a drug that is not listed on the Preferred Drug List (PDL).]

**[Non-Preferred Generic Drug:** Includes Generic Drugs, [other than Specialty Drugs,] whether or not on the Formulary, that are less cost effective than other drugs in the same therapeutic class.]

**[Pharmacist:** A duly licensed Pharmacist who is acting within the scope of his license.]

**[Preferred Brand Drug:** A Formulary Prescription Drug, [other than Specialty Drugs,] that is within a select subset of therapeutic classes constituting the Preferred Drug List (PDL).]

**[Preferred Drug List:** This is a subset of the Formulary. The PDL is not a complete Formulary but a list of Prescription Drugs from the standard Formulary that are cost effective in selected therapeutic classes. This list may not include all drugs for treatment of every illness.]

**[Preferred Generic Drug:** Includes a Generic Drug, [other than Specialty Drugs,] whether or not on the Formulary, which is cost effective compared to other drugs in the same therapeutic class.]

**[Prescription Drug Copay:** A charge for each Prescription Drug which is filled or refilled before benefits are payable. If the Prescription Drug Covered Charge is less than the Prescription Drug Copay, then the Covered Person will only be responsible for paying the entire cost of the Prescription Drug. The Prescription Drug Copay is shown on the Schedule of Benefits.]

**[Prescription Drug] Coinsurance/Out-of-Pocket:** The arrangement by which the cost of Prescription Drug Covered Charges is shared by the Covered Person and Us on a percentage basis [after application of [Prescription Drug Copay[s]] [and] [[ Prescription Drug] Deductible[s]]]. The percentage paid by Us is shown on the Schedule of Benefits.]

**[Prescription Drug]Coinsurance/Out-of-Pocket] Maximum:** The maximum amount of Prescription Drug Covered Charges [on each Prescription Drug and each refill] for which a Covered Person must pay [after application of [Prescription Drug Copay[s]] [and] [[Prescription Drug] Deductible[s]]]. [The [[Prescription Drug] Deductible[s]] [and the] [Prescription Drug Copay[s]] will not accumulate toward the Prescription Drug[ Coinsurance/Out of Pocket] Maximum.] [The Prescription Drug[ Coinsurance/Out of Pocket] Maximum is shown on the Schedule of Benefits.]

**[Prescription Drug Deductible:** The amount [in aggregate] that [each] Covered Person[s] [under the same family plan ]must pay each Year before Prescription Drug Covered Charges are payable. The Prescription Drug Deductible is shown on the Schedule of Benefits.]

[If a Covered Person incurs Prescription Drug Covered Charges in the last [3 months] of a Year which are used toward meeting the Prescription Drug Deductible, the amount of such charges will be used toward meeting his Prescription Drug Deductible for the next Year.]

**[Prescription Drug(s):** Drugs and medicines which are:

- prescribed in writing by a Physician;
- legally available only by prescription;
- [dispensed through a [licensed pharmacy] [or] [Mail Order Service]; [and]
- one of the following:
  - Federal Legend Drugs;
  - State Restricted Drugs; or
  - Compound Medications.

Prescription Drugs include the following:

- [Contraceptives, oral or other, whether medication or device, regardless of intended use;]
- [disposable insulin needles and syringes;] [and]

-[disposable blood/urine/glucose/acetone testing agents (Chemstrips, Acetest tablets, Clinitest tablets, Diastix Strips, Lancets, and Tes-Tape)].]

**[Select Catastrophic Drug(s):** A list of Prescription Drugs, both Brand Drug and Generic Drug, which are covered as described on the Schedule. This list may not include all drugs for treatment of every illness regarded as catastrophic. ]

**[Specialty Drug(s):** Certain Prescription Drugs identified by Us as Specialty Drugs due to their cost, composition, storage requirements, and/or methods of administration. We maintain a list of Specialty Drugs on Our website or via the customer service number on the ID card.] [If a Specialty Drug is also listed on a Formulary, it shall be covered as a Specialty Drug.]

**[Specialty Pharmacy:** A pharmacy contracted with Us to exclusively provide Specialty Drugs and related supplies.]

**[State Restricted Drugs:** Any drug which is legally available only by prescription under state law.]

**[Step-Therapy:** Requires the use of one or more prerequisite drugs that are more cost effective than another drug in the same therapeutic class prior to the use of another drug or drugs in the same therapeutic class.]

ACXXPD00501

**BENEFIT**

Prescription Drugs may be purchased [through a Member Pharmacy] [or] [through the Mail Order Service.] We will pay for Prescription Drug Covered Charges which are in excess of the Prescription Drug [ Copay] [ and] [Deductible].

- [Specialty Drugs may only be purchased through a Specialty Pharmacy. Specialty Drugs will be covered as a Prescription Drug, subject to [Prescription Drug Copay][Coinsurance] [and] [Deductible][Prescription Drug Deductible].

**[MAIL ORDER OPTION**

The mail order service option is available for Prescription Drugs that are taken as Maintenance Drugs. Prescription Drugs that require refills in excess of the initial prescription [and two additional refills] must be purchased through the mail order service in order to be considered a Prescription Drug Covered Charge.]

**[Application of Copay/Coinsurance**

Prescription Drug Covered Charges [in excess of the Prescription Drug Copay ]will be paid at the [Prescription Drug] [Coinsurance/Out-of-Pocket] amount indicated in the Schedule of Benefits. [The Prescription Drug Copay and Prescription Drug [Coinsurance/Out-of-Pocket] amounts paid will not count toward the [Prescription Drug ]Deductible.]]

**[Application of Prescription Drug[ Coinsurance/Out-of-Pocket] Maximum**

The following will not accumulate toward the Prescription Drug[ Coinsurance/Out of Pocket] Maximum:

- [Prescription Drug Deductible[s];]
- [Prescription Drug Copay[s];]
- [Prescription Drug Deductible[s] for New to Market Drugs;]
- [Prescription Drug Copay[s] for New to Market Drugs;]
- [Prescription Drug Coinsurance[s] for New to Market Drugs]. ]

**[IDENTIFICATION CARD**

Each Covered Person will be given an Identification Card. He must show this card each time he buys a Prescription Drug at a Member Pharmacy. A Covered Person does not have to file a claim for benefits.]] [ Refer to Your Identification Card for information on Formulary drugs.]

## LIMITATIONS

- [When Prescription Drugs are purchased through the Mail Order Service, no more than a [90-day] supply [or [100] tablets or capsules, whichever is [lesser/greater],][of Maintenance Drugs] will be provided each time a prescription is filled or refilled.]
- [When Prescription Drugs are purchased from a Member Pharmacy, no more than a [30-day] supply [or [100] tablets or capsules, whichever is [lesser/greater],] will be covered each time a prescription is filled or refilled.]
- If a Covered Person does not show his Identification Card when buying a Prescription Drug at a Member Pharmacy he must pay the entire cost of the Prescription Drug and file a claim for benefits.
- If a Covered Person buys a Prescription Drug at a non-Member Pharmacy, he must pay the entire cost of the Prescription Drug and file a claim for benefits. The benefit may, in such cases, be lower than if he had bought the Prescription Drug at a Member Pharmacy and shown his card.
- [Limits on quantities and days supply may apply to certain therapeutic drug classes.]
- [When a prescription for a Specialty Drug is filled or refilled at a Member Pharmacy or through Mail Order Service, no more than a [30-day] supply will be covered.]
- [Beyond the initial [30 day] supply, Specialty Drugs shall not be available through the Member Pharmacy or Mail Order Service. A prescription for a Specialty Drug that is submitted to a Member Pharmacy or Mail Order Service shall then be forwarded to a Specialty Pharmacy.]
- If greater than a [30] day supply is provided at a Member Pharmacy, the Copay listed in the Schedule of Benefits for Prescription Drugs purchased at a Member Pharmacy shall apply separately to each [30] day supply.
- [Prescription Drugs for smoking cessations are covered for a Lifetime Maximum of [a 90 consecutive day supply]. Unused days are forfeited.]

**[[Waiting Period for Dental Treatment:**

**[Initial Covered Persons:**

[Except for Late Enrollees, the waiting periods are as follows:]

- [From [Effective Date of this coverage] up to [12 months], benefits will only be payable for:  
[Routine Dental Services;] [and]  
[Class A Services;]]
- [[13 months] up to [24 months] after the Effective Date of this coverage benefits will only be payable for:  
[Routine Dental Services;]  
[Class A Dental Services;] [and]  
[Class B Dental Services for inlays, onlays and crowns and periodontal services]]
- [[24 months] after the Effective Date of this coverage, benefits are payable for all Routine, Class A and Class B Dental Services].

[If Initial Covered Person had continuous prior coverage, waiting periods will be reduced for the time such prior coverage was in effect.]]

**[Subsequent Covered Persons:**

[The waiting period will be the greater of:]

- [the waiting period for treatment reduced by the number of months the Subsequent Covered Person was covered under prior coverage with another employer, provided such prior coverage terminated within [30 days] of employment;][ or]
- [the remaining waiting period for treatment applicable to Initial Covered Persons.]]

**[Late Enrollees:**

- [Coverage period from [Effective Date of this coverage] up to [12 months], benefits will only be payable for:  
[Routine Dental Services;]]
- [Coverage period from [13 months] up to [24 months] after the Effective Date this coverage, benefits will only be payable for:  
[Routine Dental Services;] [and]  
[Class A Dental Services;]]
- [[24 months] after the Effective Date of this coverage, benefits are payable for all Routine, Class A and Class B Dental Services;]]

**[Waiting Period for Dental Treatment Resulting From Accidental Injury for All Covered Persons]**

[After [90 days] of coverage, benefits are payable for accidental Injury, subject to all other provisions, conditions and limitations.]]

ACXXDE13001

**[Waiting Period for Orthodontic Treatment**

[During the first [24 months] of coverage, no benefits will be paid for Orthodontic Treatment.]  
[This [24 month] waiting period will be reduced for the time a Covered Person was covered by prior coverage for orthodontia benefits.]

- [For Initial Covered Persons, waiting period will be reduced for the time the Initial Covered Person was covered under the Member Employer's prior plan.]
- [For Subsequent Covered Persons, waiting period will be reduced for the time the Subsequent Covered Person was covered under a prior plan, provided such coverage terminated within 30 days before the Effective Date of this coverage.]

[This provision does not apply to Late Enrollees and groups with 10 to 35 covered Employees.]]

ACXXDE15001

## CONDITIONS OF INSURANCE

### DEFINITIONS

The following definitions apply to all coverages:

**Active at Work, Active Work, Actively Works, and Active:** Performing the basic and essential duties of Your employment at the Member Employer's regular place of business, or other worksite that the Employer's business requires or allows[, and earning regular pay] for [20[ or more hours per week. We may require evidence of active employment or active business operations including, but not limited to, tax returns and other income reporting statements filed with the Internal Revenue Service. [Duties performed [at home] [or] [while confined in a Hospital are not considered active work.]

**[Basic Living Expenses:** The cost of food, shelter and other expenses of the common household. Basic Living Expenses include, but are not limited to, rent or mortgage payment, groceries and utility bills. [Domestic Partners need not contribute jointly to the payment of these expenses as long as they agree that both are responsible for them.]]

**Contributory Coverage:** Coverage for which You pay premium.

**Covered Person:** Any one individual entitled to benefits whose coverage herein has become effective. Only eligible classes and individual(s) whose initial and continued eligibility is described herein shall be considered a Covered Person.

**Dependent:** A person qualifies as a Dependent if he is Your:

- Spouse;
- [Domestic Partner];
- Unmarried Dependent child under age [19];
- [Unmarried Dependent child age 19 to age [25][if a full-time student at an accredited educational institution;]] or
- Unmarried child who, because of a handicap condition that occurred before the attainment of the limiting age, is incapable of self-sustaining employment and is dependent on his parents or other care providers for lifetime care and supervision.

Dependent on other care providers means requiring a: community integrated living arrangement; group home; supervised apartment; or other residential services, licensed or certified by the Department of Mental Health and Developmental Disabilities, the Department of Public Health or the Department of Public Aid.

We may inquire as to the status of a child two months prior to his limiting age or any reasonable time thereafter. We reserve the right to have the child examined at Our expense any time during the first two Years of coverage after reaching the limiting age and annually thereafter. If proof of handicap is not given or an exam refused coverage for the child will end at or after the attainment of the limiting age.

[A student, otherwise qualified as a Dependent, may interrupt his course of study for a period not to exceed 120 days, with coverage continuing during such period. Coverage will terminate if the individual is not again a full-time student in regular attendance at an accredited educational institution upon expiration of the 120-day extension. In no event will coverage continue beyond the end of the month following the date of graduation.]

The term child refers to:

- Your natural child;
- Your stepchild;
- Your adopted child. Adoption includes a child for whom You have filed a petition to adopt;
- Your foster child;
- A child pursuant to a court issued qualified medical support order;
- Any other child who is related to You by blood or marriage, or is a child for whom You are legally appointed to serve as guardian or custodian and meets all of the following conditions:
  - resides with You in a parent-child relationship, and is primarily dependent upon You for support and maintenance;
  - provides evidence of insurability which is satisfactory to Us; and
  - who is under [19] years of age and unmarried.
- [Child of a Domestic Partner].

Dependent does not include:

- a spouse[, Domestic Partner,] or child who is eligible as an Employee;
- [a grandchild[, unless the grandchild meets the definition of a Dependent as specified above;]] or
- Your spouse or child who is outside of the United States [for more than [90 days] per Year.

[An affidavit of Domestic Partnership, signed by both partners and notarized, must be filed with the Company to establish Domestic partnership.]

**Disabled:** An Insured is disabled if, due to Sickness or Injury, he is Hospital confined or unable to do the substantial and material duties of his regular job. A Dependent is disabled if, due to Sickness or Injury, he is unable to engage in substantially all of the normal activities of a person of like age and gender in good health.

**[Domestic Partner:** A person who is in a Domestic Partnership with the Employee.]

**[Domestic Partnership:** Two adults of the same or opposite sex who have chosen to share their lives in a close personal relationship in lieu of marriage, and who:

- share the same regular and permanent residence, and have been living together as a couple in the same household for at least [twelve (12)] months;
- have an exclusive mutual commitment in lieu of a lawful marriage;
- have agreed to be jointly responsible for Basic Living Expenses, [as defined herein,] incurred during the Domestic Partnership;
- are not married to anyone;
- are each eighteen (18) years of age or older;
- are not related by blood as close as would bar marriage;
- are mentally competent to consent to a contract when the Domestic Partnership began;
- are committed to the physical, emotional and financial care and support of each other and share with each other the common necessities and tasks of one household and are financially interdependent;
- are not involved in any other Domestic Partner relationship; and
- have not terminated any other Domestic Partnership nor signed an Affidavit of Domestic Partnership or its equivalent with a different Domestic Partner in any jurisdiction within [twelve (12)] months immediately prior to the effective date of coverage.]

**Employee:** An Employee is any person who:

- Actively Works for a Member Employer;
- is a member of a class eligible for insurance; and
- is not outside of the United States [for more than [90 days] per Year].

**He, Him, His:** All male terms will include the female terms, unless stated otherwise.

**[Hospice Care:** The services listed below which are provided:

- by a licensed or certified Hospice or by any other medically appropriate facility;
- to a terminally ill person who has, as certified by a Physician, a life expectancy of not more than [6 months];
- for the purpose of palliative control of pain and not for cure; and
- as a result of the written request of a Physician.

[Hospice Care includes: fees of Physicians, nurses, paramedicals and home health aides acting within the scope of their practice and providing services directly to the patient; room and board charges; and other medical services and supplies required under the Hospice Care plan.]]

**Hospital:** An institution which meets all of the following tests:

- It is engaged primarily in providing medical care and treatment of sick and injured persons on an inpatient basis at the patient's expense and maintains diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment of such persons by or under the supervision of a staff of legally qualified Physicians;
- It continuously provides 24-hour-a-day nursing service by registered nurses and is operated continuously with organized facilities for operative surgery; and
- Is accredited as a Hospital by JCAHO.

Hospital includes a Hospice Facility, provided such institution operates within the scope of its license and meets the following tests:

- Provides 24-hour nursing service by or under the supervision of registered nurses;
- Maintains daily clinical records on each patient and has available at all times the services of a Physician under an established agreement;
- Provides appropriate methods of dispensing and administering drugs and medicines; and
- Has:
  - transfer arrangements with at least one other Hospital as defined above;
  - a utilization review plan in effect; and
  - treatment policies developed with the advice of and reviewed by a group who are specialists in the care and treatment rendered by such a facility.

In no event, however, will the word "Hospital" include any institution or part thereof which is an Extended Care Facility or which is used primarily as a rest facility, nursing facility or facility for the aged or for the care and treatment of Chemical Abuse.

**Immediate Family:** Your spouse and the children, brothers, sisters and parents of You or Your spouse.

**Injury:** Accidental damage to the body which causes a covered loss while an Insured or Dependent is covered herein. Such damage must be the direct cause of the loss, independent of disease, bodily infirmity or other cause.

**Insurance Class:** A category of eligibility for coverage based on employment or Dependent status. Subject to all of the conditions and terms for eligibility in this Certificate, each Employee or Dependent is eligible for coverage that is available to members of his Insurance Class. Refer to the Schedule of Benefits to determine the availability of coverage to members of the Insurance Class.

**Insured, You, Your:** An Employee who is insured herein.

**JCAHO:** Joint Commission on Accreditation of Healthcare Organizations.  
ACARCI00505

**Medicare:** Title XVIII of the Social Security Act of 1965, as amended.

**[Member Employer:** An employer who:

- [participates in the Policy for the benefit of its Employees as a Member Employer;]
- [is a member in good standing of the [American Council of Engineering Companies]];]
- [has applied and has been accepted as a subscriber to the Trust;]
- [met Company's underwriting standards in effect on the date it subscribed to the Trust, as allowed by law;]
- [enrolled at least one principal of the firm who remains continuously covered;] [and]
- [meets or exceeds the minimum participation requirements expressed in the Policy.]]

**Non-Contributory Coverage:** Coverage for which You pay no premium.

**Physician:** A duly licensed physician, surgeon and any other licensed practitioner of the healing arts required to be recognized in Your state of residence for benefit payment purposes, provided such person is acting within the scope of his license.

**Renewal Date:** The anniversary of the date that the Member Employer's contract initially became Effective.

ACXXCI01503

**Prevailing Fee:** The fee payable by Us to [Non-Preferred Providers/providers] [and to Preferred Providers for Durable Medical Equipment or Prosthetic Devices]. The Prevailing Fee is subject to applicable [Coinsurance(s), [Copay(s), ][Encounter Fee(s), ]and Deductible(s)].

[For Inpatient Hospital Services [and] [Outpatient Hospital Services] [and] [facilities,] [and Non-Hospital Services, including, but not limited to, [Birthing Centers,][ Dialysis Facilities,][ Free-Standing Surgical Centers,][ home health care,][ Hospice Care, ] [Extended Care Facilities, ] [Urgent Care Centers,] [and] [Residential Care Facilities,] ]the Prevailing Fee is the lesser of:

- the provider's actual charge; or
- [[100% of ]the average of the Preferred Providers' contracted rates, for the same service, of other similar providers in the same or similar geographic area in which the care is provided. To determine the geographic area, We use the methodology of an industry-wide data system that collects data on providers' charges by zip code and procedure code.]
- [[200% of ]the Medicare reimbursement rate in effect at the time services were provided, as determined by an industry-wide authoritative source.]
- [the cost to provide a particular service in a particular geographic area plus the average mark up in the particular area as determined by an industry-wide authoritative source. ]
- [the amount calculated by Us with reference to the charges for the same service by providers in the same or similar geographic area in which the care is provided. To determine this amount, We use an industry-wide data system that collects data on providers' charges. The industry-wide data system arrays these charges and calculates percentiles. The Prevailing Fee is the [80<sup>th</sup>] percentile of these charges. This means that [80%] of the charges are at or below the Prevailing Fee for the same service in the same or similar geographic area. The Prevailing Fee is developed from a statistically valid, timely sample, which equitably recognizes geographic variations.]
- [the amount calculated by Us with reference to the charges for the same service by providers in the same or similar geographic area in which the care is provided. To determine this amount, We use an industry-wide data system that collects data on providers' charges by diagnosis-related-groups (DRGs). This methodology groups patients who are similar clinically and also in terms of the patients' consumption of resources. The industry-wide data system arrays these charges and calculates percentiles. The Prevailing Fee is the [80<sup>th</sup>] percentile of these charges. This means that [80%] of the charges are at or below the Prevailing Fee for the same service in the same or similar geographic area. The Prevailing Fee is developed from a statistically valid, timely sample, which equitably recognizes geographic variations and unusual circumstances, including the severity of the patient's condition.]
- [The amount calculated by Us with reference to the charges for the same service by providers in the same or similar geographic area in which the care is provided. To determine this amount, We use an industry-wide data system that collects data on providers' charges by diagnosis-related-groups (DRGs). This methodology groups patients who are similar clinically and also in terms of the patients' consumption of resources. This methodology equitably recognizes geographic variations and unusual circumstances, including the severity of the patient's condition.]]

[For [Outpatient Hospital Services] [and] [facilities,] [and Non-Hospital Services,] including, but not limited to, [Birthing Centers,][ Dialysis Facilities,][ Free-Standing Surgical Centers,][ Home Health Care,] [Hospice Care, ] [Nursing Care Facilities, ] [Urgent Care Centers,] [and] [Residential Care Facilities,] the Prevailing Fee is the lesser of:

- the provider's actual charge; or
- [[100% of ]the average of the Preferred Providers' contracted rates, for the same service, of other similar providers in the same or similar geographic area in which the care is provided. To determine the geographic area, We use the methodology of an industry-wide data system that collects data on providers' charges by zip code and procedure code.]
- [[200% of ]the Medicare reimbursement rate in effect at the time services were provided, as determined by an industry-wide authoritative source.]

- [the cost to provide a particular service in a particular geographic area plus the average mark up in the particular area as determined by an industry-wide authoritative source. ]
- [the amount calculated by Us with reference to the charges for the same service by providers in the same or similar geographic area in which the care is provided. To determine this amount, We use an industry-wide data system that collects data on providers' charges. The industry-wide data system arrays these charges and calculates percentiles. The Prevailing Fee is the [80<sup>th</sup>] percentile of these charges. This means that [80%] of the charges are at or below the Prevailing Fee for the same service in the same or similar geographic area. The Prevailing Fee is developed from a statistically valid, timely sample, which equitably recognizes geographic variations.]

[For Physician's and Ambulance services, the Prevailing Fee is the lesser of:

- the provider's actual charges; or
- [[100% of ]the average of the Preferred Providers' contracted rates, for the same service, of other similar providers in the same or similar geographic area in which the care is provided. To determine the geographic area, We use the methodology of an industry-wide data system that collects data on providers' charges by zip code and procedure code.]
- [[200% of ]the Medicare Physician Fee Schedule payment amount; or]
- [the amount calculated by Us with reference to the charges for the same service by providers in the same or similar geographic area in which the care is provided. To determine this amount, We use an industry-wide data system that collects data on providers' charges and retains only the charge information by zip code and procedure code. The industry-wide data system arrays these charges and calculates percentiles. The Prevailing Fee is the [80<sup>th</sup>] percentile of these charges. This means that [80%] of the charges are at or below the Prevailing Fee for the same service in the same or similar geographic area. The Prevailing Fee is developed from a statistically valid sample which:
  - equitably recognizes geographic variations;
  - is produced every six months; and
  - is collected on the basis of procedure codes developed and maintained by recognized authorities.]

[Unusual facts or problems which require more time, skill and experience in connection with a service will also be considered in addition to the above in determining the amount payable.]]

[For [Prosthetics ][and ]Durable Medical Equipment, the Prevailing Fee is the lesser of:

- the provider's actual charge; or
- [[200% of ]the Medicare Physician Fee Schedule Payment amount;] [or]
- [[100% of ]the average of the Preferred Providers' contracted rates, for the same service or supply, of other similar providers[ in the same or similar geographic area in which the care is provided. To determine the geographic area, We use the methodology of an industry-wide data system that collects data on providers' charges by zip code and procedure code].]
- [the amount calculated by Us with reference to the charges for the same service by providers[ in the same or similar geographic area in which the care is provided]. To determine this amount, We use an industry-wide data system that collects data on providers' charges by [zip code and ]procedure code. The industry-wide data system arrays these charges and calculates percentiles. The Prevailing Fee is the [80<sup>th</sup>] percentile of these charges. This means that [80%] of the charges are at or below the Prevailing Fee for the same service[ in the same or similar geographic area]. The Prevailing Fee is developed from a statistically valid sample which:
  - equitably recognizes geographic variations;
  - is produced every six months; and
  - is collected on the basis of procedure codes developed and maintained by recognized authorities.]
- [[200% ]of the invoice amount] [[200%] of the Medicare reimbursement rate] for the Durable Medical Equipment or Prosthetic Device. The 'invoice amount' means the amount that the provider paid for equipment or device. [This provision applies to [Preferred Providers] [and] [Non-Preferred Providers].]

[For Dental Services, the Prevailing Fee is the lesser of:

- the provider's actual charge; or
- [[100% of ]the average of the Preferred Providers' contracted rates, for the same service, of other similar providers in the same or similar geographic area in which the care is provided. To determine the geographic area, We use the methodology of an industry-wide data system that collects data on providers' charges by zip code and procedure code.]
- [[200% of ]the Medicare reimbursement rate in effect at the time services were provided, as determined by an industry-wide authoritative source.]
- [the cost to provide a particular service in a particular geographic area plus the average mark up in the particular area as determined by an industry-wide authoritative source. ]
- [the amount calculated by Us with reference to the charges for the same service by providers in the same or similar geographic area in which the care is provided. To determine this amount, We use an industry-wide data system that collects data on providers' charges. The industry-wide data system arrays these charges and calculates percentiles. The Prevailing Fee is the [80<sup>th</sup>] percentile of these charges. This means that [80%] of the charges are at or below the Prevailing Fee for the same service in the same or similar geographic area. The Prevailing Fee is developed from a statistically valid, timely sample, which equitably recognizes geographic variations.]

[For covered Prescription Drugs billed by a non-Member Pharmacy, the Prevailing Fee is the lesser of:

- the pharmacy's actual charge; or
- [[100% of] the Average Wholesale Price determined by the manufacturer and published in, and updated [bi-weekly] by, an industrywide data system that collects manufacturers' prices]; or
- for Compound Medications, [100%] of the Average Wholesale Price [of the Compound's most expensive Federal Legend Drug or State Restricted Drug].]

[For covered Prescription Drugs billed by a non-Preferred Provider[ or dispensed by a pharmacy], the Prevailing Fee is the lesser of:

- the provider's actual charge; or
- [[100% of] the Average Wholesale Price determined by the manufacturer and published in, and updated [bi-weekly] by, an industry-wide data system that collects manufacturers' prices]; or
- for Compound Medications, [100%] of the Average Wholesale Price [of the Compound's most expensive Federal Legend Drug or State Restricted Drug].]

ACXXCI02203]

**[Occupational Injury or Sickness:** An Injury or Sickness which arises out of, or occurs while, engaging in any work for pay or profit.]

**Sickness:** Illness, disease or pregnancy which causes a covered loss while an Insured or Dependent is covered herein; and congenital defects, birth abnormalities and prematurity of a covered newborn child.

**[Specialist:** A Physician whose practice is limited to a particular branch of medicine or surgery. The Specialist must be classified as such by the American Board of Medical Specialties.]

**[Waiting Period [for [Comprehensive Medical] [Coverage Other Than Comprehensive Medical]]:** [The date following [30 days] of Active Work for Member Employer] [The first day of the month [coinciding with or next] following [30 days] Active work for Member Employer][which an Employee must complete] before becoming eligible for coverage [unless otherwise provided in this Certificate].]

**Year:** The period from January 1st through December 31st of the same calendar year.

ACXXCI02502

## **SPECIAL ENROLLEE**

An Employee who declined enrollment for himself or his Dependents because of other health insurance coverage may be able to enroll himself or his Dependents in this plan at a later date. In addition, an Employee may be able to enroll himself or his Dependents as Special Enrollees upon the occurrence of certain events specified below. Special Enrollees must enroll within [30 days] after termination, expiration of coverage, or of the occurrence of the event which qualified him as a Special Enrollee.

### **Employees**

An Employee will be eligible to enroll as a Special Enrollee:

- if he previously declined coverage because he had other group health insurance coverage; and,
- the other coverage was terminated because he was no longer eligible due to death, divorce, legal separation, cessation of Dependent status, termination of employment or reduction in the number of hours of employment; or
- he had other group health insurance coverage, which was terminated because his Employer stopped contributing to the plan; or
- he had other group health coverage which was terminated because the lifetime limit was reached and the lifetime limit of the other group health coverage is not integrated with the Lifetime Maximum under this Certificate; or
- he had other group health coverage which was terminated because he no longer resides, lives or works in the service area of the Plan and no other benefit packages are available; or
- he had other group health coverage but his coverage was terminated because the Plan no longer offers any benefit to the class of similarly situated individuals that includes the Employee or his Dependents; or
- he was covered under COBRA benefits, which have expired.

### **Dependents**

An Employee who is enrolled for health insurance coverage will be eligible to enroll his Dependent as a Special Enrollee:

- if the Dependent is eligible for coverage; and
- when coverage was initially offered to the Dependent, coverage was declined because the Dependent had other health insurance coverage; and
- prior coverage was terminated due to death, divorce, reduction in hours, termination of employment, cessation of employer contributions to coverage or exhaustion of COBRA benefits.

An Employee and/or his Dependents will be eligible to enroll as a Special Enrollee, even if the Eligible Person did not previously decline coverage because of other health coverage, upon the occurrence of one of the following events: marriage of the Employee, [establishment of a Domestic Partnership with the Employee, ]the birth of his child or a child's adoption by the Employee, [or ]a child's placement for adoption with the Employee, [or a child of a Domestic Partner becomes a Dependent].

## **ANNUAL OPEN ENROLLMENT**

During the [30 days] immediately [following/prior to] the [Policy Anniversary Date] [Renewal Date], an Actively at Work Employee and/or his Dependents may apply for Comprehensive Medical coverage.

ACXXCI40703

## **EFFECTIVE DATE [FOR COMPREHENSIVE MEDICAL COVERAGE]**

You must, within [30 days] of eligibility, complete and sign an enrollment card, and in some cases a supplemental enrollment form (herein referred to as enrollment forms), to become insured, then an effective date will be assigned.

- Employee coverage is effective on the latest of:
  - the Effective Date of the Member Employer's coverage;
  - the date following completion of the Waiting Period; or
  - the period of employment established in agreement with the Policyholder.

If You are a Late Enrollee, [You will be excluded from coverage. However, a Late Enrollee will again become eligible to enroll during the Annual Open Enrollment.] [and Your Member Employer's health plan has been in effect for less than [90 days], coverage will be effective [the first day of the month coinciding with or next following] [90 days] from the effective date of Your Member Employer's health plan. If Your Member Employer's health plan has been in effect for [90 days] or greater, coverage will be effective [the first day of the month coinciding with or next following] the date Your enrollment form is signed.] The Pre-existing Condition Limitation provision shall apply.

- Dependent coverage is effective on the latest of:
  - the date Your insurance is effective for Dependents eligible on that date and for whom coverage is applied for; or
  - for Dependents first acquired after Your effective date, other than a newborn or adopted child:
    - if the enrollment forms are completed within [31 days] of the Dependent's eligibility date, insurance will be effective on the Dependent's eligibility date.
    - if the enrollment forms are completed more than [31 days] after the Dependent's eligibility date and he is not a Late Enrollee, coverage will be effective the date the enrollment forms are approved by Us.
    - if the Dependent is a Late Enrollee he will be excluded from coverage. However, a Late Enrollee will again become eligible to enroll during the Annual Open Enrollment, and the Pre-Existing Limitation provision shall apply.
    - [for newborns, Comprehensive Medical Benefits are effective from the moment of birth of a child born to You for [90 days] for all such Benefits provided for Dependents. You must enroll the child and pay any separate premium required within the first [90 days] from birth in order to have coverage for the child continue beyond the [90<sup>th</sup>] day from birth.]
    - [for newborns, Comprehensive Medical Benefits are effective from the moment of birth of a child born to You only if You enroll such child within [90 days] from the date of birth and pay all required premium including the premium for the [90 days] of coverage.]
    - any required premium must be paid when due.
    - for an adopted Child, Comprehensive Medical Benefits are effective from:
      - the moment of birth for a newborn child age 0 days through 60 days; or
      - the date the child first qualifies as a Dependent for a child age 61 days and older.

Coverage will remain in effect for 60 days for all such Benefits provided for Dependents. If a separate premium is required for the child's coverage, You must notify the Member Employer or Us of the adoption within such 60 days to continue coverage for the child and any required premium must be paid when due.

If You or your Dependent apply for coverage as a Special Enrollee, during the first [30 days] of eligibility as a Special Enrollee, the effective date shall be [the date the application is received by [administrator]][ first day of the month coinciding with or next following the ]date You or Your Dependent apply/applies].

### **NOTE: INCLUDE ONLY IF MEMBER EMPLOYER ELECTS RETIREE COVERAGE**

- [Retiree coverage is effective on the [first day of the month coinciding with or next following the date of retirement].]

An eligible Employee must be Active at Work for his coverage, any coverage on Dependents, or any increase in coverage to become effective. If his Effective Date is a holiday or a day he is not scheduled to work, he shall be considered Active at Work if he was at work on his last scheduled work day. If, due to leave of absence, temporary layoff, or other reason, he is not at work when his coverage would otherwise become effective, his coverage, and any coverage for Dependents, shall be delayed until the first day he is Active at Work [and has completed the Waiting Period]. An eligible Employee is considered Active at Work if he is absent from work:

- in accordance with the Family Medical Leave Act of 1993; or
- due to Hospital confinement or disability.

[A Covered Person whose Insurance Class is changed after the Effective Date of his coverage shall become eligible under the new Insurance Class on the [first day of the month coinciding with or next following the] date of the change.]

Nothing in this provision shall preclude a person from exercising the Federal or State continuation rights.

ACARCI41007

## **TERMINATION DATE**

- Employee coverage terminates on the earliest of:
  - the date the employer ceases to be a Member Employer;
  - the end of the period for which premium is paid;
  - the [date][end of the month] in which You are no longer eligible for coverage, plus any applicable extension or continuation period;
  - the date the Member Employer fails to meet minimum participation requirements described in the Policy; or
  - the date the Policy terminates.
- Dependent coverage terminates on the earliest of:
  - the date Your coverage terminates;
  - the end of the period for which Dependent coverage premium is paid; or
  - the end of the month in which the Dependent ceases to qualify as a Dependent, plus any applicable extension or continuation period.
  - [the date that the Domestic Partner is no longer considered a Dependent, or We receive notice of termination of the Domestic Partnership, whichever is first.
  - for the child of a Domestic Partner, the date that the Domestic Partner's coverage terminates].

ACXXCI41503

## CLAIM PROCEDURES

**Notice and Claim Form:** We must receive written notice of a claim within 90 days after a covered loss occurs or begins or as soon thereafter as reasonably possible. When the Benefits provide for periodic payment for a continuing loss, written proof of the loss must be given to Us within 90 days after the end of each period for which We are liable.

Claim forms may be obtained from Your employer or [HPS]. A claim form need only be submitted one time per Year for each Covered Person.

Except for absence of legal capacity, no claim for benefits will be accepted after 18 months from the date the loss occurred or began. [If the claim is for Life Benefits, a certified copy of the death certificate must be submitted along with the claim form.]

**Payment of Claims:** Benefits for [medical] [or] [dental] care will be paid directly to a [Preferred] Provider, even if no assignment is made. All other benefits for [medical] [or] [dental] care will be paid to You[, unless assigned to a Non-Preferred Provider]. We may make payment to the custodian of a child who is not in Your custody at Our discretion or as required by law. Payment of benefits as described herein will discharge Us of all liability to You and Your beneficiary.

Benefits which provide for periodic payments will be paid at the end of each period for which We receive proof of loss. Benefits for any other covered loss will be paid as soon as We receive written proof. Any benefit paid in error may be recovered from the person receiving the incorrect payment or from You. At Our option, We may offset the overpayment against future benefit payments.

**[Benefits Payable:** A given service or supply may be covered under more than one Benefit of this Policy. However, total benefits paid under this Policy will never exceed the actual expense Incurred.]

**[Unbundling:** When certain complicated [medical] [and] [dental] procedures are performed, other less extensive procedures may be performed at the same time, as component parts of the primary procedure. For benefit purposes, these less extensive procedures are considered to be integral components of the primary procedure. Even if the provider bills separately for the primary procedure and each of its component parts, the total benefit payable for all related charges will be limited to the maximum benefit payable for the primary procedure, as determined by Us.]

ACXXCP40503

**IMPORTANT NOTICE**

This form should be kept with Your policy for future reference. If You should have any questions regarding Your policy, please contact Us at the address shown below and We will be happy to help You.

**TRUSTMARK LIFE INSURANCE COMPANY**

**400 Field Drive**  
**Lake Forest, IL. 60045**  
**1-800-285-7912**

If We fail to provide You with reasonable and adequate service, You should feel free to contact:

**Arkansas Insurance Department**  
**1200 West Third Street**  
**Little Rock, AR. 72201-1094**  
**(501) 371-2640 or (800) 852-5494**

ACARTL50000

<i>SERFF Tracking Number:</i>	<i>TRST-125628708</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Trustmark Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39026</i>
<i>Company Tracking Number:</i>	<i>8.00232</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001A Any Size Group - PPO</i>
<i>Product Name:</i>	<i>AXX/C (MP)</i>		
<i>Project Name/Number:</i>	<i>AXX DEC 2007 FILING/8.00232</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: TRST-125628708

State: Arkansas

Filing Company: Trustmark Life Insurance Company

State Tracking Number: 39026

Company Tracking Number: 8.00232

TOI: H16G Group Health - Major Medical

Sub-TOI: H16G.001A Any Size Group - PPO

Product Name: AXX/C (MP)

Project Name/Number: AXX DEC 2007 FILING/8.00232

## Supporting Document Schedules

**Satisfied -Name:** Certification/Notice

**Review Status:**

Approved-Closed

06/03/2008

**Comments:**

**Attachments:**

Certification for 23-79-138.pdf

Certification for Readability.pdf

Certification Rule and Regulation 49.pdf

Certification for Readability.pdf

**Satisfied -Name:** Application

**Review Status:**

Approved-Closed

06/03/2008

**Comments:**

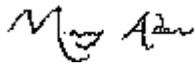
Using previously approved application/enrollment forms:

G354-5/11-00 AR approved 5/22/03

G355-37/10-99 AP approved 5/22/03

N458-79/R7-06 AR approved 10/16/06

Trustmark Life Insurance Company hereby certifies that, to the best of its knowledge and belief, it is compliant with the requirements of the Arkansas Insurance Code 23-79-138.



---

Mary Ader  
Second Vice President Compliance

Date: April 30, 2008

ARKANSAS

***Trustmark***  
LIFE INSURANCE COMPANY

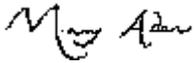
This is to certify the forms shown below comply with the requirements of Arkansas Stat. Ann. Sections 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act and have achieved a Flesch reading ease score as follows:

Form

AXX/C

Flesch Score

43.1 (When new matrix paragraphs are combined into cert and scored as one document.)



---

Mary Ader  
Second Vice President, Compliance

ARKANSAS

# ***Trustmark***

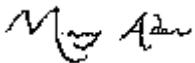
***Insurance Companies***

**Law Department**

**Phone 847.615.1500**

**Fax 847.615.3872**

Trustmark Life Insurance Company hereby certifies that, to the best of its knowledge and belief, it is compliant with the requirements of the Arkansas Insurance Rule and Regulation 49.



---

Mary Ader  
Second Vice President Compliance

Date: May 1, 2008

ARKANSAS

***Trustmark***  
LIFE INSURANCE COMPANY

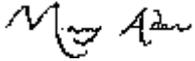
This is to certify the forms shown below comply with the requirements of Arkansas Stat. Ann. Sections 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act and have achieved a Flesch reading ease score as follows:

Form

AXX/C

Flesch Score

43.1 (When new matrix paragraphs are combined into cert and scored as one document.)



---

Mary Ader  
Second Vice President, Compliance

ARKANSAS

*SERFF Tracking Number:* TRST-125628708      *State:* Arkansas  
*Filing Company:* Trustmark Life Insurance Company      *State Tracking Number:* 39026  
*Company Tracking Number:* 8.00232  
*TOI:* H16G Group Health - Major Medical      *Sub-TOI:* H16G.001A Any Size Group - PPO  
*Product Name:* AXX/C (MP)  
*Project Name/Number:* AXX DEC 2007 FILING/8.00232

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Consumer Notice	05/14/2008	ACARTL50000.pdf

**IMPORTANT NOTICE**

This form should be kept with Your policy for future reference. If You should have any questions regarding Your policy, please contact Us at the address shown below and We will be happy to help You.

**TRUSTMARK LIFE INSURANCE COMPANY**  
**400 Field Drive**  
**Lake Forest, IL 60045**  
**1-800-285-7912**

If We fail to provide You with reasonable and adequate service, You should feel free to contact:

**Arkansas Insurance Department**  
**Consumer Services Division**  
**400 University Tower Building**  
**Little Rock, AR 72204**  
**501-371-1813**

ACARTL50000