

SERFF Tracking Number: HUMA-126858397 State: Arkansas
Filing Company: Humana Insurance Company State Tracking Number: 47043
Company Tracking Number: AR-10-014
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO
Product Name: CC2003 et al
Project Name/Number: HB 1930 Hearing Aids/HB1930

Filing at a Glance

Company: Humana Insurance Company

Product Name: CC2003 et al

TOI: H16G Group Health - Major Medical

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

Filing Type: Form

SERFF Tr Num: HUMA-126858397 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 47043

Co Tr Num: AR-10-014

Author: Wendy Jeffries

Date Submitted: 10/13/2010

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 11/01/2010

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: HB 1930 Hearing Aids

Project Number: HB1930

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 11/01/2010

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 11/01/2010

Created By: Wendy Jeffries

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Wendy Jeffries

PPACA: Not PPACA-Related

Filing Description:

We respectfully submit for your review and approval on a general use basis the attached forms utilizing the matrix element concept. These forms are for use in the large group and small group market with our Humana Insurance Company Policy Series: CC2003-P, Certificate series: CC2003-C contract/certificate. Deleted languages is denoted with 3 blue carets (^^^) and new language is in blue font. Please be advised that it is not our intent to use variability to reduce any benefits or provisions below any statutory or regulatory requirement.

Thank you for your attention to this filing. Should you have any questions, please do not hesitate to contact me at 1-800-664-4140, ext. 1783, via fax to 502-508-1783 or E-mail to wjeffries@humana.com.

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Sincerely,
Wendy Jeffries

Company and Contact

Filing Contact Information

Wendy Jeffries, Regional Contract Analyst wjeffries@humana.com
321 W. Main Street 502-580-1783 [Phone]
6th Floor, East Tower
Louisville, KY 40202

Filing Company Information

Humana Insurance Company CoCode: 73288 State of Domicile: Wisconsin
1100 Employers Boulevard Group Code: 119 Company Type: Life & Health
Green Bay, WI 54344 Group Name: State ID Number:
(800) 558-4444 ext. [Phone] FEIN Number: 39-1263473

Filing Fees

Fee Required? Yes
Fee Amount: \$200.00
Retaliatory? No
Fee Explanation: 4 forms at \$50 each equals \$200
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Humana Insurance Company	\$200.00	10/13/2010	40689085

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/01/2010	11/01/2010

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Disposition

Disposition Date: 11/01/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Variability Statement	Approved-Closed	Yes
Form	Schedule of Benefits	Approved-Closed	Yes
Form	Covered Expenses	Approved-Closed	Yes
Form	Glossary	Approved-Closed	Yes
Form	Variable Options	Approved-Closed	Yes

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Form Schedule

Lead Form Number: SCH2AR 04/10

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/01/2010	SCH2AR 04/10	Schedule	Schedule of Benefits	Initial			050 PAR S2 04-10 (a1).pdf
Approved-Closed 11/01/2010	204000 05/05	Certificate	Covered Expenses	Initial			090 PAR CovExpGen 04-10 (a1) (09-10).pdf
Approved-Closed 11/01/2010	234000	Certificate	Glossary	Initial			260 PAR Glossary 04- 10 (a).pdf
Approved-Closed 11/01/2010	CC-VOS SCH2AR 04/10	Other	Variable Options	Initial			420 PAR VOSS2 04-10 (a1).pdf

[SCHEDULE OF BENEFITS (continued)]

[Preventive services]

[Preventive services are limited to a maximum benefit of [\$] per year.]

[[Each] [Annual] Preventive services office visit] [for *covered persons* [under [0 - 19] years of age] [to age [0 - 19]] [through the age of [0 - 19]].] [[Includes] [Each] [Routine] [Preventive] [radiology] [and][,][laboratory] [and] [pathology][and/or endoscopic] [service[s]] [test[s][,] [mammogram] [,] [pap smear] [,] [prostate specific antigen (PSA) test] [,] [colorectal cancer screening][,] [other [preventive] [routine] [cancer] screenings] [,] [Immunizations] [,] [and] [Immunizations against [influenza (flu shots)] [and] [pneumonia].] [Excludes] [Each] [Routine] [preventive] [radiology] [and][,][laboratory] [and] [pathology][and/or endoscopic] [service[s]] [test[s][,] [mammogram] [,] [pap smear] [,] [prostate specific antigen (PSA) test] [,] [colorectal cancer screening][,] [other [preventive] [routine] [cancer] screenings] [,] [Immunizations] [,] [and] [Immunizations against [influenza (flu shots)] [and] [pneumonia].]

[[Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]

[[Includes][Excludes] [routine] [preventive] laboratory and radiology [services].] [Excludes [routine] [preventive] endoscopic services[, including but not limited to [colonoscopy][,] [proctosigmoidoscopy] [and] [sigmoidoscopy]].]

[Limited to [#] preventive service office visit[s] per year.]

[OPTION 1 [A] [B]]

[[Each] [Annual] Preventive services office visit] [for *covered persons* [over [0 -19] years of age] [[0-19] years of age or over].] [[Includes] [Each] [Routine] [Preventive] [radiology] [and][,][laboratory] [and] [pathology][and/or endoscopic] [service[s]] [test[s][,] [mammogram] [,] [pap smear] [,] [prostate specific antigen (PSA) test] [,] [colorectal cancer screening][,] [other [preventive] [routine] [cancer] screenings] [,] [Immunizations] [,] [and] [Immunizations against [influenza (flu shots)] [and] [pneumonia].] [Excludes] [Each] [Routine] [preventive] [radiology] [and][,][laboratory] [and] [pathology][and/or endoscopic] [service[s]] [test[s][,] [mammogram] [,] [pap smear] [,] [prostate specific antigen (PSA) test] [,] [colorectal cancer screening][,] [other [preventive] [routine] [cancer] screenings] [,] [Immunizations] [,] [and] [Immunizations against [influenza (flu shots)] [and] [pneumonia].]

[[Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]

[[Includes][Excludes] [routine] [preventive] laboratory and radiology [services].] [Excludes [routine] [preventive] endoscopic services[, including but not limited to [colonoscopy][,] [proctosigmoidoscopy] [and] [sigmoidoscopy]].]

[Limited to [#] preventive service office visit[s] per year.]

[OPTION 1 [A] [B]]

[SCHEDULE OF BENEFITS (continued)]

[[Each] Preventive services office visit[s]] [for covered persons [under [0- 19] years of age] [to age [0 - 19]] [through the age of [0 - 19]]]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per *year*.)]]

[[Includes][Excludes] [routine] [preventive] laboratory and radiology [services].] [Excludes [routine] [preventive] endoscopic services[, including but not limited to [colonoscopy][,] [proctosigmoidoscopy] [and] [sigmoidoscopy]].]

[Limited to [#] preventive service office visit[s] per *year*.]

OPTION 1 [A] [B]

[[Each] Preventive services office visit[s]] [for covered persons [over [0 - 19] years of age] [[0-19] years of age or over]]]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per *year*.)]]

[[Includes][Excludes] [routine] [preventive] laboratory and radiology [services].] [Excludes [routine] [preventive] endoscopic services[, including but not limited to [colonoscopy][,] [proctosigmoidoscopy] [and] [sigmoidoscopy]].]

[Limited to [#] preventive service office visit[s] per *year*.]

OPTION 1 [A] [B]

[[Annual] gynecological office visit[s]] [for covered persons [under [0- 19] years of age] [to age [0 - 19]] [through the age of [0 - 19]]]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per *year*.)]]

OPTION 1 [A] [B]

[[Annual] gynecological office visit[s]] [for covered persons [over [0 - 19] years of age] [[0-19] years of age or over]]]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per *year*.)]]

[SCHEDULE OF BENEFITS (continued)]

[Limited to [#] preventive service office visit[s] per year.]

OPTION 1 [A] [B]

^^^**[Preventive screenings] [and] [immunizations][:] [for covered persons [under [0- 19] years of age] [to age [0 - 19]] [through the age of [0 - 19]]]**

[[Includes] [Each] [Routine] [Preventive] [radiology] [and] [,] [laboratory] [and] [pathology] [and/or endoscopic] [service[s]] [test[s]]

[[Includes][Excludes] [routine] [preventive] laboratory and radiology [services].] [Excludes [routine] [preventive] endoscopic services[, including but not limited to [colonoscopy][,] [proctosigmoidoscopy] [and] [sigmoidoscopy]].]

[[([Accumulates toward][,] [but] [is not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[[Routine] [Preventive] endoscopic services]

[Includes[, but is not limited to] [colonoscopy][,] [proctosigmoidoscopy] [and] [sigmoidoscopy].]

[[([Accumulates toward][,] [but] [is not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[[Routine] [preventive] mammogram]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[[Routine] [preventive] pap smear]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[SCHEDULE OF BENEFITS (continued)]

[[Routine] [preventive] prostate specific antigen (PSA) test]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[Colorectal cancer screening]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[Other [routine] [preventive] [cancer] screenings]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

Routine childhood immunizations

From birth through age 18. *Copayment, coinsurance and deductible* do not apply.

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[Immunizations]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[[Immunizations against [influenza (flu shots)] [and] [pneumonia]]]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

[SCHEDULE OF BENEFITS (continued)]

OPTION 1 [A] [B]]

[[Preventive screenings] [and] [immunizations][:] [for covered persons [over [0 - 19] years of age] [[0-19] years of age or over]]

[[Includes] [Each] [Routine] [Preventive] [radiology] [and] [,] [laboratory] [and] [pathology] [and/or endoscopic] [service[s]] [test[s]]].]

[[Includes][Excludes] [routine] [preventive] laboratory and radiology [services].] [Excludes [routine] [preventive] endoscopic services[, including but not limited to [colonoscopy][,] [proctosigmoidoscopy] [and] [sigmoidoscopy]].]

[[([Accumulates toward][,] [but] [is not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[[Routine] [preventive] endoscopic services]

[Includes[, but is not limited to] [colonoscopy][,] [proctosigmoidoscopy] [and] [sigmoidoscopy].]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[[Routine] [preventive] mammogram]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[[Routine] [preventive] pap smear]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[[Routine] [preventive] prostate specific antigen (PSA) test]

[SCHEDULE OF BENEFITS (continued)]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[Colorectal cancer screening]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[Other [routine] [preventive] [cancer] screenings]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]

[[Immunizations against [influenza (flu shots)] [and] [pneumonia]]]

[[([Accumulates toward][,] [but] [is] [not limited by][,] the *preventive services* maximum benefit per year.)]]

OPTION 1 [A] [B]]

Health care practitioner [home and] office visit services

[Health care practitioner [home and] office visit

[Home and] [Office visits][,] [[including] [includes] *outpatient surgery*][,] [and] [diagnostic] [laboratory] [and] [radiology] [services] when performed in the *health care practitioner's* office. [[(Excludes [diagnostic] [laboratory] [and] [radiology] [services][,] *advanced imaging*][,] *nuclear medicine*][,] [[plain film] radiology][,] [and] *outpatient surgery*][,] [and] [[home and] office visits for prenatal care].)]]

[[*Network health care practitioner's* office visits for prenatal care are covered at [0% - 100%] after the initial visit.] [No additional *copayment* is required.]]]

OPTION 1 [A] [B]

[Health care practitioner prenatal [home and] office visit services]

[SCHEDULE OF BENEFITS (continued)]

[Home and] [Office visits for prenatal care] [including] [includes] [diagnostic] [laboratory] [and] [radiology] [services] [when performed in the *health care practitioner's office*][.] [(Excludes [diagnostic] [laboratory] [and] [radiology] [services][,] [*advanced imaging*][,] [*nuclear medicine*][,] [[plain film] radiology][,] [and] [*outpatient surgery*][,] [and] [[home and] office visits for prenatal care].)]]

[[*Network health care practitioner's office visits for prenatal care are covered at 100% after the initial visit.*] [No additional *copayment* is required.]]

OPTION 1 [A] [B]

[Health care practitioner home visit services billed by the health care practitioner]

OPTION 1 [A] [B]

[[Each] [diagnostic] [laboratory][,] [and] [radiology] [and] [pathology] [test[s]] [service[s]] [when performed in the office and billed by the health care practitioner]]

[*Copayment* does not apply.] [Excludes *advanced imaging*[,] [and] [*nuclear medicine*] [and] [[plain film] radiology].]

OPTION 1 [A] [B]

[Advanced imaging when performed in a health care practitioner's office]

OPTION 1 [A] [B]

[Nuclear medicine [when performed in a health care practitioner's office]]

[*Copayment* does not apply.]

OPTION 1 [A] [B]

[[Each] [plain film] radiology [service[s]] [when performed in a health care practitioner's office]]

[*Copayment* does not apply.]

OPTION 1 [A] [B]

[SCHEDULE OF BENEFITS (continued)]

[Allergy testing [when received in the health care practitioner's office.]]

[*Copayment* does not apply.]

OPTION 1 [A] [B]

[Allergy serum [when received in the health care practitioner's office.]]

[*Copayment* does not apply.]

OPTION 1 [A] [B]

[Allergy injections [when received in a health care practitioner's office.]]

[*Copayment* does not apply.]

OPTION 1 [A] [B]

[Injections other than allergy [when received in a health care practitioner's office.]]

[*Copayment* does not apply.]

OPTION 1 [A] [B]

[[Chemotherapy][,] [radiation therapy][,] [and] [dialysis] [when received in the health care practitioner's office]]

[*Copayment* does not apply.]

OPTION 1 [A] [B]

[[Each] surgery performed in the office and billed by the health care practitioner [surgeon] [fee[s]]]

[*Copayment* does not apply.]

OPTION 1 [A] [B]

Hospital services

[SCHEDULE OF BENEFITS (continued)]

[Hospital inpatient services]

[Limited to a maximum of [#] days per year.]

OPTION 2 [A] [B]

[Hospital inpatient care - semi-private room]

OPTION 2 [A] [B]

[Hospital inpatient services - intensive care unit]

[Limited to 2 ½ times the cost of a semi-private room.]

OPTION 2 [A] [B]

[Hospital inpatient services – operating room]

OPTION 2 [A] [B]

[Hospital inpatient services – ancillary services]

OPTION 2 [A] [B]

[Health care practitioner inpatient services [when provided in a hospital]]

OPTION 1 [A] [B]

[[Each] [anesthesiology] [services] [anesthesiologist] [fees] for inpatient surgery provided in a hospital]

OPTION 1 [A] [B]

[[Hospital] outpatient services]

[Must be performed in a *hospital's outpatient* department [or in a *free-standing facility*].] [Excludes *advanced imaging*[,] [and] [*nuclear medicine*] [and [plain film] radiology].]

OPTION [2] [3] [A] [B]

[SCHEDULE OF BENEFITS (continued)]

[[Hospital] outpatient surgical services]

[Must be performed in a *hospital's outpatient* department [or in an *ambulatory surgical center*].]

OPTION [2] [3] [A] [B]

[[Hospital] outpatient services – operating room for outpatient surgery]

OPTION [2] [3] [A] [B]

[[Hospital] ancillary services [for outpatient surgery]]

OPTION [2] [3] [A] [B]

Health care practitioner outpatient services [when provided in a hospital]

[[Includes *outpatient surgery*.]] [[Excludes *advanced imaging*[,] [and] [*nuclear medicine*] [and] [plain film] radiology].]]

OPTION 1 [A] [B]

[[Each] [anesthesiology] [services] [anesthesiologist] [fees] for outpatient surgery provided in a hospital]

OPTION 1 [A] [B]

[[Hospital] outpatient non-surgical services]

[Must be performed in a *hospital's outpatient* department [or in a *free-standing facility*].] [Excludes *advanced imaging*[,] [and] [*nuclear medicine*] [and] [plain film] radiology].]

OPTION [2] [3] [A] [B]

[[Each] [diagnostic][,] [and] [radiology][,] [and] [laboratory] [and] [pathology] [test[s]] [service[s]] [when provided in a hospital's outpatient department [or in a free-standing facility]]]

[[Excludes *advanced imaging*[,] [and] [*nuclear medicine*] [and] [plain film] radiology].]]

OPTION [2] [3] [A] [B]

[SCHEDULE OF BENEFITS (continued)]

[[Hospital] [outpatient] advanced imaging]

[Must be performed in a *hospital's outpatient* department [or in a *free-standing facility*].

OPTION [2] [3] [A] [B]

[[Hospital] [outpatient] [plain film] radiology]

[Must be performed in a *hospital's outpatient* department [or in a *free-standing facility*].

OPTION [2] [3] [A] [B]

[[Hospital] [outpatient] nuclear medicine]

[Must be performed in a *hospital's outpatient* department [or in a *free-standing facility*].

OPTION [2] [3] [A] [B]

Pregnancy and newborn benefit

Same as any other *sickness* based upon location of services and the type of provider.

Emergency services

Hospital emergency room services

[[([Excludes *advanced imaging*[,] [and] [*nuclear medicine*] [and [plain film] radiology].)]]]

OPTION 2 [A] [B]

[Hospital emergency room ancillary services]

OPTION 2 [A] [B]

[Hospital emergency room health care practitioner services]

OPTION 1 [A] [B]

[SCHEDULE OF BENEFITS (continued)]

[Ambulance]

OPTION 3 [A] [B]

[Ambulatory surgical center services]

OPTION 3 [A] [B]

[Ambulatory surgical center [operating room for outpatient surgery] [for outpatient surgery]

OPTION 3 [A] [B]

[Ambulatory surgical center ancillary services [for outpatient surgery]]

OPTION 3 [A] [B]

[Health care practitioner outpatient services [provided in an ambulatory surgical center]]

[[Includes *outpatient surgery*.]] [[Excludes *advanced imaging*[,] [and] [*nuclear medicine*] [and] [plain film] radiology].]]

OPTION 1 [A] [B]

[[Each] [anesthesiology] [services] [anesthesiologist] [fee[s]] for outpatient surgery provided in an ambulatory surgical center]

OPTION 1 [A] [B]]

[Durable medical equipment] [and] [diabetes equipment]

[Durable medical equipment]

[Limited to a maximum benefit of [\$] per year.]

OPTION 3 [A] [B]

[Diabetes equipment]

[SCHEDULE OF BENEFITS (continued)]

[Limited to a maximum benefit of [\$] per year.]

OPTION 3 [A] [B]

[Oxygen]

[Limited to a maximum benefit of [\$] per year.]

OPTION 3 [A] [B]

[[Prosthetic[s]] [and] [orthotic[s]] [devices] [and] [supplies]]

[Limited to a maximum benefit of [\$] per year.]

OPTION 3 [A] [B]

[Hearing aids]

Limited to a [\$] maximum benefit per hearing impaired ear, once every three years.]

OPTION 3 [A] [B]

[Free-standing facility services]

[Free-standing facility [outpatient] non-surgical services]

[Excludes *advanced imaging*[,] [and] [*nuclear medicine*] [and [plain film] radiology].]

OPTION 3 [A] [B]

[Free-standing facility ancillary services for [outpatient] [non-surgical] services]

OPTION 3 [A] [B]

[[Each] [diagnostic][,] [and] [radiology][,] [and] [laboratory] [and] [pathology] [test[s]] [services] [when provided in a free-standing facility]]

[[([Excludes *advanced imaging*[,] [and] [*nuclear medicine*] [and [plain film] radiology].)]]]

OPTION 3 [A] [B]

[SCHEDULE OF BENEFITS (continued)]

[Health care practitioner [outpatient] [non-surgical services] [provided in a free-standing facility]]

OPTION 1 [A] [B]

[Free-standing facility [outpatient] advanced imaging]

OPTION 3 [A] [B]

[Free-standing facility [outpatient] [plain film] radiology]

OPTION 3 [A] [B]]

[Free-standing facility [outpatient] nuclear medicine]

OPTION 3 [A] [B]]

[Home health care]

[Limited to a maximum of [#] visits per year.]

[Limited to a maximum benefit of [\$] per year.]

OPTION 3 [A] [B]

Hospice

[[*Inpatient*] [and] [*outpatient*] hospice services are limited to a [combined] maximum benefit of [\$] per year.] [Limited to a [combined] maximum of [#] days per year.]

[Hospice inpatient]

[Limited to a maximum benefit of [\$] per year.]

[Limited to a maximum of [#] days per year.]

OPTION 3 [A] [B]

[Hospice outpatient]

[Limited to a maximum benefit of [\$] per year.]

[SCHEDULE OF BENEFITS (continued)]

[Limited to a maximum of [#] visits per *year*.]

OPTION 3 [A] [B]

[Bereavement counseling]

[Limited to a maximum benefit of [\$] per *year*.]

[Limited to a maximum of [#] visits per *year*.]

[Limited to a total of [#] [family] sessions.]

OPTION 3 [A] [B]

In-vitro fertilization

[Limited to a [lifetime] maximum benefit of [\$] [per year].]

Same as any other *sickness* based upon location of service and type of provider.

[Jaw joint benefit]

[Limited to maximum benefit of [\$] per *year*.]

[Same as any other *sickness* based upon location of service and type of provider.]

OPTION 3 [A] [B]

[Physical medicine and rehabilitative services]

[Physical [therapy]] [and][,] [occupational] [therapy] [and][,] [speech therapy][,] [and] [audiology][,] [and] [cognitive rehabilitation services] [,] [and] spinal manipulations, adjustments and modalities [is] [are] limited to [a [combined] [maximum] [total] of] [#] visits per *year*.] [After [#] visits are incurred, no coverage is available [for services received from a [non-]network provider] for the remainder of the *year*.]

[Physical therapy is limited to [a [combined] [maximum] [total] of] [#] visits per *year*.]

[Occupational therapy is limited to [a [combined] [maximum] [total] of] [#] visits per *year*.]

[Speech therapy [and][,] [speech pathology services] [and] [,][audiology] [and] cognitive rehabilitation services] [is] [are] limited to [a [combined] [maximum] [total] of] [#] visits per *year*.]

[Spinal manipulations[,][/] adjustments [and modalities] are limited to [a [combined] [maximum] [total] of] [#] visits per *year*.]

[SCHEDULE OF BENEFITS (continued)]

[Respiratory or pulmonary therapy services [are limited to [a [combined] total of] [#] visits per *year*.]

[Cardiac rehabilitation services [are limited to [a [combined] total of] [#] visits per *year*.]

[All physical medicine and rehabilitative services are limited to [a [combined] [maximum] [total] of] [#] visits per *year*.]

OPTION 3 [A] [B]

Spinal manipulation therapy

[Limited to [#] visits per year]

OPTION 3 [A] [B]

[Speech or cognitive therapy]

[Limited to [#] visits per *year*.]

[Limited to a maximum benefit of [\$] per *year*.]

OPTION 3 [A] [B]

[Other therapy]

[Limited to [#] visits per *year*.]

[Limited to a maximum benefit of [\$] per *year*.]

OPTION 3 [A] [B]

[Pre-surgical/procedural testing benefit]

[[Excludes *advanced imaging*[,] [and] [*nuclear medicine*] [and [plain film] radiology].]]

OPTION 3 [A] [B]

[Skilled nursing facility]

[Limited to a maximum of [#] days per *year*.]

[Limited to a maximum benefit of [\$] per *year*.]

OPTION 3 [A] [B]

[SCHEDULE OF BENEFITS (continued)]

[Urgent care services]

[Urgent care facility services]

OPTION 3 [A] [B]

[Urgent care facility health care practitioner services]

OPTION 1 [A] [B]

[Private duty nursing [while hospital confined]

[Limited to a maximum of [#] days per year.]

[Limited to a maximum benefit of [\$] per year.]

OPTION 3 [A] [B]

[Additional [medical services] [covered expenses]]

[Same as any other *sickness* based upon location of services and the type of provider.]

OPTION 3 [A] [B]

SCH2AR 04/10

[COVERED EXPENSES]

The "Covered Expenses" section describes the services that will be considered *covered expenses* under the *policy*. Benefits will be paid for such covered medical services for a *bodily injury* or *sickness*, or for specified [routine] [*preventive services*], on a *maximum allowable fee* basis and as shown on the Schedules of Benefits subject to any applicable:

- *Deductible*;
- *Copayment*;
- *Coinsurance* percentage;
- [Benefit allowance;] [and]
- Maximum benefit.

Refer to the "Limitations and Exclusions" section listed in this *certificate*. All terms and provisions of the *policy*, including the *preauthorization* requirements specified in this *certificate*, are applicable to *covered expenses*.

204000 05/05

[Preventive services]

[Preventive services office visit]

Covered expenses include charges incurred for an office visit made to a *health care practitioner* for examinations and physicals to detect or prevent *sickness* [as recommended by the U.S. Preventive Services Task Force].]

Pediatric preventive services

Covered expenses include charges incurred by *you* for a *dependent* child for periodic preventive care review of such child's physical and emotional health from birth through 18 years of age, at approximately the following age intervals: 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. *Covered expenses* for each visit shall include the following services in keeping with prevailing medical standards:

- A medical history;
- Physical examination;
- Developmental assessment and anticipatory guidance;
- Appropriate laboratory tests; and
- Appropriate immunizations. Benefits for eligible immunizations shall be exempt from *copayment*, *coinsurance*, *deductible* or dollar limit provisions of the plan, if any.

204150AR[WRJ1]

Preventive screenings and immunizations

Covered expenses include charges incurred by *you* for the following *preventive services* [as recommended by the United States Preventive Services Task Force]:

[COVERED EXPENSES (continued)]

- [[Laboratory][,] [radiology] [and/or] [endoscopic] services to detect or prevent *sickness*.]
- [A baseline mammogram for a [female] *covered person* between the ages of [35] [and] [40] and an annual mammogram for a [female] *covered person* [40] [years of age or older].]
- [Routine pap smear.]
- [A prostate specific antigen (PSA) test for a male *covered person* [40] [years of age or older.]]
- Routine immunizations for *covered persons* through[WRJ2] the age of 18. [TB tine tests and allergy desensitization injections are not considered routine immunizations.]
- [[Immunizations] [against influenza] [(flu shot)] [and] [pneumonia][,][as determined by us].]
- [Routine hearing screening.]
- [Routine vision screening (not including refractions).]

204200AR 07/07

[Health care practitioner [home and] office services]

[We will pay the following benefits for *covered expenses* incurred by you for *health care practitioner* [home and] office visit charges. You must incur the *health care practitioner's* charges as the result of a *sickness* or *bodily injury*.]

[Health care practitioner [home and] office visit]

[*Covered expenses* include:

- [[Home and] office visits for the diagnosis and treatment of a *sickness* or *bodily injury*. [(Excludes *outpatient surgery*.)]]
- [[Home and] office visits for prenatal care.]
- [[Home and] office visits for *diabetes self-management training*.]
- [Diagnostic laboratory [and radiology].]
- [Plain film radiology.]
- [*Advanced imaging*.]
- [*Nuclear medicine*.]
- [Allergy testing.]
- [Allergy serum.]
- [Allergy injections.]
- [Injections other than allergy.]
- [*Surgery*, including anesthesia.]
- [Second surgical opinions.]
- [[Chemotherapy][,] [radiation therapy][,] [and] [dialysis].]

[*Covered expenses* for *health care practitioner* office visit services do not include [*advanced imaging*][,] [or] [*nuclear medicine*] [or] [plain film] radiology].]

204400 07/07

[Hospital services]

[COVERED EXPENSES (continued)]

[We will pay benefits for *covered expenses* incurred by you while *hospital confined* or for *outpatient services*. A *hospital confinement* must be ordered by a *health care practitioner*.

For *emergency care* benefits provided in a *hospital*, refer to the "Emergency Services" provisions of the "Covered Expenses" section.]

Hospital inpatient services

Covered expenses include:

- Daily semi-private, ward, intensive care or coronary care *room and board* charges for each day of *confinement*. [Benefits for a private or single-bed room are limited to the *maximum allowable fee* charged for a semi-private room in the *hospital* while a registered bed patient.]
- Services and supplies, other than *room and board*, provided by a *hospital* to a registered bed patient.
- Inpatient services for a minimum of 48 hours following a mastectomy unless earlier discharge is consented to by the *covered person* and the attending *health care practitioner*. [WRJ3]

[Health care practitioner inpatient services [when provided in a hospital]

Services which are payable as a *hospital* charge are not payable as a *health care practitioner* charge.

Covered expenses include:

- Medical services furnished by an attending *health care practitioner* to you while you are *hospital confined*.
- *Surgery* performed on an *inpatient* basis. [If several *surgeries* are performed during one operation, we will pay the *maximum allowable fee* for the [most complex] [primary] procedure.] [For each additional procedure we will pay:
 - [0-100%] of *maximum allowable fee* for the secondary procedure; and
 - [0-100%] of *maximum allowable fee* for the third and subsequent procedures.]

[If two surgeons work together as primary surgeons performing distinct parts of a single reportable procedure, we will pay each surgeon [0 - 100%] of the *maximum allowable fee* for the procedure.]

- [Services of a surgical assistant and/or assistant surgeon when *medically necessary*.] [Surgical assistants and/or assistant surgeons will be paid at [0 – 100%] of the *covered expense* for *surgery*.]
- Services of a physician assistant (P.A.), registered nurse (R.N.) or a certified operating room technician when *medically necessary*. [Physician assistants, registered nurses and certified operating room technicians will be paid at [0 – 100%] of the *covered expense* for the *surgery*.]

[COVERED EXPENSES (continued)]

- Anesthesia administered by a *health care practitioner* or certified registered anesthetist attendant to a *surgery*.
- Consultation charges requested by the attending *health care practitioner* during a *hospital confinement*. [The benefit is limited to [one – unlimited] consultation[s] by any one consultant per specialty during a *hospital confinement*.]
- Services of a pathologist.
- Services of a radiologist.
- Services performed on an emergency basis in a *hospital* if the *sickness* or *bodily injury* being treated results in a *hospital confinement*.]

[[Hospital] outpatient services

Covered expenses include *outpatient* services and supplies, as outlined in the following provisions, provided in[:]

- A *hospital's outpatient* department[:] [or]
- [An *ambulatory surgical center*][:] [or]
- [A *free-standing facility*].

[*Covered expenses* provided in a *hospital's outpatient* department will not exceed the average semi-private room rate when you are in *observation status*.]

[[Hospital] outpatient surgical services

Covered expenses include[:]

- Services provided in a *hospital's outpatient* department in connection with *outpatient surgery*.
- [Services provided in an *ambulatory surgical center* in connection with *outpatient surgery*.]

[Health care practitioner outpatient services [when provided in a hospital [or ambulatory surgical center]]

Services which are payable as a *hospital* [or *ambulatory surgical center*] charge are not payable as a *health care practitioner* charge.

Covered expenses include:

- *Surgery* performed on an *outpatient* basis. [If several *surgeries* are performed during one operation, we will pay the *maximum allowable fee* for the [most complex] [primary] procedure.] [For each additional procedure we will pay:
 - [0-100%] of *maximum allowable fee* for the secondary procedure; and

[COVERED EXPENSES (continued)]

- [0-100%] of *maximum allowable fee* for the third and subsequent procedures.]

[If two surgeons work together as primary surgeons performing distinct parts of a single reportable procedure, *we* will pay each surgeon [0 - 100%] of the *maximum allowable fee* for the procedure.]

- [Services of a surgical assistant and/or assistant surgeon when *medically necessary*.] [Surgical assistants and/or assistant surgeons will be paid at [0 – 100%] of the *covered expense* for *surgery*.]
- Services of a physician assistant (P.A.), registered nurse (R.N.) or a certified operating room technician when *medically necessary*. [Physician assistants, registered nurses and certified operating room technicians will be paid at [0 – 100%] of the *covered expense* for the *surgery*.]
- Anesthesia administered by a *health care practitioner* or certified registered anesthetist attendant for a *surgery*.
- Services of a pathologist.
- Services of a radiologist.

[*Covered expenses for health care practitioner outpatient services do not include [advanced imaging][,] [or] [nuclear medicine] [or] [plain film] radiology[.]*]

[Hospital] outpatient non-surgical services

Covered expenses include[:]

- Services provided in a *hospital's outpatient* department in connection with non-surgical services.
- [Services provided in a *free-standing facility* in connection with non-surgical services.]
- Services provided for laboratory and pathological tests, x-rays, chemotherapy, radiation treatment and renal dialysis.[WRJ4]

[*Covered expenses for hospital non-surgical services do not include [advanced imaging][,] [or] [nuclear medicine] [or] [plain film] radiology[.]*]

[[Hospital] [outpatient] advanced imaging

We will pay benefits for covered expenses incurred by you for [outpatient] advanced imaging [in a hospital's outpatient department] [or] [in a free-standing facility].

[[Hospital] [outpatient] [plain film] radiology

We will pay benefits for covered expenses incurred by you for [outpatient] [plain film] radiology [in a hospital's outpatient department] [or] [in a free-standing facility].

[[Hospital] [outpatient] nuclear medicine

[COVERED EXPENSES (continued)]

We will pay benefits for *covered expenses* incurred by you for [outpatient] nuclear medicine [in a hospital's outpatient department] [or] [in a free-standing facility].]

205450AR 07/07

Pregnancy and newborn benefit

We will pay benefits for *covered expenses* incurred by a [covered person] [covered employee or covered dependent] [spouse]] for a pregnancy.

Covered expenses include:

- A minimum stay of 48 hours following an uncomplicated vaginal delivery and 96 hours following an uncomplicated cesarean section. If an earlier discharge is consistent with the most current protocols and guidelines of the American College of Obstetricians and Gynecologists or the American Academy of Pediatrics and is consented to by the mother and the attending *health care practitioner*, a post-discharge office visit to the *health care practitioner* or a home health care visit within the first 48 hours after discharge is also covered, subject to the terms of this *certificate*.
- For a newborn, [hospital confinement during the first 48 hours or 96 hours following birth, as applicable and listed above] for:
 - Hospital charges for routine nursery care;
 - The *health care practitioner's* charges for circumcision of the newborn child; and
 - The *health care practitioner's* charges for routine examination of the newborn before release from the hospital.
- If the covered newborn must remain in the hospital past the mother's *confinement*, services and supplies received for:
 - A *bodily injury* or *sickness*;
 - Care and treatment for premature birth; and
 - Medically diagnosed birth defects and abnormalities.

Covered expenses also include *cosmetic surgery* specifically and solely for:

- Reconstruction due to *bodily injury*, infection or other disease of the involved part; or
- Congenital disease or anomaly of a covered *dependent* child which resulted in a *functional impairment*.

[The newborn will [not] be required to satisfy a separate [deductible] [and]/[or] [copayment] for hospital facility charges for the *confinement* period immediately following birth.] [A [deductible] [and]/[or] [copayment]], if applicable,] will be required for any subsequent *hospital admission*.]

205500 03/09

[Emergency services]

[COVERED EXPENSES (continued)]

[We will pay benefits for *covered expenses* incurred by *you* for *emergency care*, including the treatment and stabilization of an emergency medical condition. [*Covered expenses* include medical screening examinations provided in a *hospital* emergency facility to determine whether a medical emergency condition exists.]

[*Emergency care* provided by a *non-network hospital* or a *non-network health care practitioner* will be covered at the *network provider* benefit percentage, subject to the *maximum allowable fee*.] [*Non-network providers* have not agreed to accept discounted or negotiated fees, and may bill *you* for charges in excess of the *maximum allowable fee*.] [*You* may be required to pay any amount not paid by *us*.]

Covered expenses also include *health care practitioner* services for *emergency care*, including the treatment and stabilization of an emergency medical condition, provided in a *hospital* emergency facility. These services are subject to the terms, conditions, limitations, and exclusions of the *policy*.

[*Covered expenses* for emergency services do not include [*advanced imaging*][,] [or] [*nuclear medicine*] [or [plain film] radiology].]

[Authorized non-network hospital and health care practitioner services]

[*Covered expenses* incurred by *you* for authorized *non-network hospital* services and authorized *non-network health care practitioner* services will be payable at the *network provider* benefit percentage when the services cannot be obtained through *network providers*.

[*Covered expenses* incurred by out-of-area *covered persons* will be payable at the *network provider* benefit percentage.]]

205700 07/07

Ambulance

We will pay benefits for *covered expenses* incurred by *you* for professional *ambulance* service to, from or between medical facilities [for *emergency care*].

[*Ambulance* service for *emergency care* provided by a *non-network provider* will be covered at the *network provider* benefit percentage, subject to the *maximum allowable fee*.] [*Non-network providers* have not agreed to accept discounted or negotiated fees, and may bill *you* for charges in excess of the *maximum allowable fee*.] [*You* may be required to pay any amount not paid by *us*.]

205750 05/05

[Ambulatory surgical center]

[We will pay benefits for *covered expenses* incurred by *you* for services provided in an *ambulatory surgical center* [for the utilization of the facility] [and] [ancillary services] in connection with *outpatient surgery*.]

[COVERED EXPENSES (continued)]

[Health care practitioner outpatient services when provided in an ambulatory surgical center

Services which are payable as an *ambulatory surgical center* charge are not payable as a *health care practitioner* charge.

Covered expenses include:

- *Surgery* performed on an *outpatient* basis. [If several *surgeries* are performed during one operation, *we* will pay the *maximum allowable fee* for the [most complex] [primary] procedure.] [For each additional procedure *we* will pay:

- [0-100%] of *maximum allowable fee* for the secondary procedure; and
- [0-100%] of *maximum allowable fee* for the third and subsequent procedures.]

[If two surgeons work together as primary surgeons performing distinct parts of a single reportable procedure, *we* will pay each surgeon [0 - 100%] of the *maximum allowable fee* for the procedure.]

- [Services of a surgical assistant and/or assistant surgeon when *medically necessary*.] [Surgical assistants and/or assistant surgeons will be paid at [0 – 100%] of the *covered expense* for *surgery*.]
- Services of a physician assistant (P.A.), registered nurse (R.N.) or a certified operating room technician when *medically necessary*. [Physician assistants, registered nurses and certified operating room technicians will be paid at [0 – 100%] of the *covered expense* for the *surgery*.]
- Anesthesia administered by a *health care practitioner* or certified registered anesthetist attendant to a *surgery*.
- Services of a pathologist.
- Services of a radiologist.

[*Covered expenses* for *health care practitioner outpatient* services provided in an *ambulatory surgical center* do not include [advanced imaging][,] [or] [nuclear medicine] [or] [plain film] radiology].
205800 07/07

Durable medical equipment [and diabetes equipment]

We will pay benefits for *covered expenses* incurred by *you* for [*medically necessary*] *durable medical equipment* [and *diabetes equipment*]. [*Covered expense* includes oxygen and rental of equipment for its administration.]

At *our* option, *covered expense* includes the purchase or rental of *durable medical equipment* [or *diabetes equipment*]. If the cost of renting the equipment is more than *you* would pay to buy it, only the cost of the purchase is considered to be a *covered expense*. In either case, total *covered expenses* for *durable medical equipment* [or *diabetes equipment*] shall not exceed its purchase price. In the event *we* determine

[COVERED EXPENSES (continued)]

to purchase the *durable medical equipment* [or *diabetes equipment*], any amount paid as rent for such equipment will be credited toward the purchase price.

Repair and maintenance of purchased *durable medical equipment* [and *diabetes equipment*] is a *covered expense* [if:

- [Manufacturer's warranty is expired][;]
- [Repair or maintenance is not a result of misuse or abuse][;]
- [Maintenance is not more frequent than every six months][;] [and]
- [Repair cost is less than replacement cost][;]

Replacement of purchased *durable medical equipment* [and *diabetes equipment*] is a *covered expense* [if:

- [Manufacturer's warranty is expired][;]
- [Replacement cost is less than repair cost][;] [and]
- [Replacement is not due to lost or stolen equipment, or misuse or abuse of the equipment][;] [or]
- [Replacement is required due to a change in *your* condition that makes the current equipment non-functional][.]

205900 04/10

[[Prosthetic[s]] [and] [orthotic[s]] [devices] [and] [supplies]]

We will pay benefits for *covered expenses* incurred by *you* for [initial] [prosthetic] [and] [orthotic] [devices] [and] [supplies][, including but not limited to limbs and eyes]. [Coverage will be provided for prosthetic devices necessary to restore the minimal basic function of a lost limb or eye.] [Replacement is a *covered expense* if due to pathological changes or growth.] [*Covered expense* includes repair of the prosthetic device if not covered by the manufacturer.]

[*Covered expense* includes casts, splints, trusses, crutches, orthotics and braces. Orthotics must be custom made [or custom fit and made] of rigid or semi-rigid material.]

[Regardless of indication, no coverage is provided for:

- [Fabric supports;]
- [Replacement orthotics and braces;]
- [Oral splints and appliances;] [or]
- [Dental splints and dental braces].]

205950 05/05

Hearing aids

We will pay benefits for *covered expenses* incurred by *you* for *hearing aids*. *Covered expense* for *hearing aids* includes repair and replacement parts if manufacturer's warranty is expired. The "Schedule of Benefits" shows the maximum benefit for hearing aids.

205953AR

[COVERED EXPENSES (continued)]

[Free-standing facility services]

[[Free-standing outpatient non-surgical services]

We will pay benefits for *covered expenses* for services provided in a *free-standing facility* [for the utilization of the facility] [and] [ancillary services.]

[*Covered expenses* for *outpatient* non-surgical services do not include [*advanced imaging*][,] [or] [*nuclear medicine*] [or [plain film] radiology].]

[Health care practitioner services provided in a free-standing facility]

We will pay benefits for [*outpatient*] [non-surgical] services provided by a *health care practitioner* in a *free-standing facility*.]

[Free-standing [outpatient] advanced imaging]

We will pay benefits for *covered expenses* incurred by you for [*outpatient*] *advanced imaging* in a *free-standing facility*.]

[Free-standing [outpatient] [plain film] radiology]

We will pay benefits for *covered expenses* incurred by you for [*outpatient*] [plain film] radiology in a *free-standing facility*.]

[Free-standing [outpatient] nuclear medicine]

We will pay benefits for *covered expenses* incurred by you for [*outpatient*] *nuclear medicine* in a *free-standing facility*.]

206250 07/07

Home health care

We will pay benefits for *covered expenses* incurred by you in connection with a *home health care plan*. All home health care services and supplies must be provided on a part-time or intermittent basis to you in conjunction with the approved *home health care plan*.

[The "Schedule of Benefits" shows the maximum number of visits allowed by a representative of a *home health care agency*, if any.] [A visit by any representative of a *home health care agency* of [two - eight] hours or less will be counted as one visit.]

Home health care *covered expenses* include:

[COVERED EXPENSES (continued)]

- [Care provided by a *nurse*;]
- [[Physical,] [occupational,] [respiratory] [or] [speech] [therapy,] [medical social work] [and] [nutrition services]][:]; [and]
- [[Medical appliances,] [equipment] [and] [laboratory services].]

Home health care *covered expenses* do not include:

- [Charges for mileage or travel time to and from the *covered person's* home;]
- [Wage or shift differentials for any representative of a *home health care agency*;]
- [Charges for supervision of *home health care agencies*;]
- [Charges for services of a home health aide;]
- [*Custodial care*;] or
- [The provision or administration of *self-administered injectable drugs*, unless otherwise determined by *us*.]

206300 03/09

Hospice

We will pay benefits for *covered expenses* incurred by *you* for a *hospice care program*. A *health care practitioner* must certify that the *covered person* is terminally ill with a life expectancy of [six – 24] months or less.

[If the above criteria is not met, no benefits will be payable under the *policy*.]

Hospice care benefits are payable as shown on the "Schedule of Benefits" for the following hospice services, subject to the *individual [lifetime] maximum benefit* and any other maximum(s):

- *Room and board* at a hospice[, when it is for management of acute pain or for an acute phase of chronic symptom management];
- Part-time nursing care provided by or supervised by a registered nurse (R.N.) [for up to] [one - 12] [hours in any one day];
- [Counseling for the terminally ill *covered person* and his/her immediate covered family members by a licensed:
 - Clinical social worker; or
 - Pastoral counselor.]

[This counseling is limited to a total of [one - 20] family session[s].] [This counseling must be provided within [3-24] months following the *covered person's* death.]

- Medical social services provided to the terminally ill *covered person* or his/her immediate covered family members under the direction of a *health care practitioner*, including:
 - Assessment of social, emotional and medical needs, and the home and family situation; and
 - Identification of the community resources available.

[COVERED EXPENSES (continued)]

- Psychological and dietary counseling;
- [Physical therapy;]
- Part-time home health aide services [for up to [one – 12] hours in any one day]; and
- Medical supplies, drugs, and medicines prescribed by a *health care practitioner* for *palliative care*.

Hospice care *covered expenses* do not include:

- A *confinement* not required for acute pain control or other treatment for an acute phase of chronic symptom management;
- Services by volunteers or persons who do not regularly charge for their services; [and]
- Services by a licensed pastoral counselor to a member of his or her congregation. These are services in the course of the duties to which he or she is called as a pastor or minister[.]; [and]
- [Bereavement counseling services for family members not covered under this *policy*].

206400 05/055

In-vitro fertilization benefit

We will pay benefits for *covered expenses* incurred by *you* for in-vitro fertilization procedures. Benefits will be subject to the following:

- *Your* oocytes are fertilized with the sperm of *your* spouse; and
 - *You* and *your* spouse have a history of unexplained infertility of at least two years' duration; or
 - The infertility is associated with one or more of the following medical conditions:
 - Endometriosis;
 - Exposure in utero to Diethylstilbestrol, commonly known as DES;
 - Blockage of or removal of one or both fallopian tubes (lateral or bilateral salpingectomy) not as a result of voluntary sterilization; or
 - Abnormal male factors contributing to the infertility; and
- The in-vitro fertilization procedures are performed at a medical facility, licensed or certified by the Arkansas Department of Health as an in-vitro fertilization clinic. If no such facility is licensed or certified in this state or no such licensing program is operational, then coverage will be provided for such procedures performed at a facility that conforms to the American College of Obstetricians and Gynecologists' guidelines for in-vitro fertilization.
- *You* have been unable to obtain successful pregnancy through any less costly applicable infertility treatment for which coverage is unavailable under this *policy*.

Cryopreservation, the procedure whereby the embryos are frozen for later implantation, is included as an in-vitro fertilization procedure.

[COVERED EXPENSES (continued)]

206450AR[WRJ5]

Jaw joint benefit

We will pay benefits for *covered expenses* incurred by *you* during a plan of treatment for any jaw joint problem, including [temporomandibular joint disorder,] [craniomaxillary disorder,] [craniomandibular disorder,] [head and neck neuromuscular disorder] [or] [other conditions of the joint linking the jaw bone and the skull,] subject to the maximum benefit shown on the "Schedule of Benefits", if any. [Expenses covered under this jaw joint benefit are not covered under any other provision of this *certificate*.]

The following are *covered expenses*:

- [A single examination including a history, physical examination, muscle testing, range of motion measurements, and psychological evaluation, as necessary;]
- [Diagnostic x-rays;]
- [Physical therapy of necessary frequency and duration, limited to a multiple modality benefit when more than one therapeutic treatment is rendered on the same date of service;]
- [Therapeutic injections;]
- [Appliance therapy utilizing an appliance which does not permanently alter tooth position, jaw position or bite. Benefits for reversible appliance therapy will be based on the *maximum allowable fee* for use of a single appliance, regardless of the number of appliances used in treatment. The benefit for the appliance therapy will include an allowance for all jaw relation and position diagnostic services, office visits, [adjustments,] training, repair, and replacement of the appliance;] [and]
- [Surgical procedures][.]

Covered expenses do not include charges for:

- Computed Tomography (CT) scans or magnetic resonance imaging except in conjunction with surgical management;
- Electronic diagnostic modalities;
- Occlusal analysis; or
- Any irreversible procedure, including, but not limited to: orthodontics, occlusal adjustment, crowns, onlays, fixed or removable partial dentures, full dentures.

206500 05/05

Physical medicine and rehabilitative services benefit

We will pay benefits for *covered expenses* incurred by *you* for the following physical medicine and/or rehabilitative services for a documented *functional impairment*[,][or] pain, [or developmental defect] as ordered by a *health care practitioner* and performed by a *health care practitioner*:

[COVERED EXPENSES (continued)]

- [Physical therapy services;]
- [Occupational therapy services;]
- [Spinal manipulations[,]/]adjustments [and modalities][without anesthesia] [performed in a *health care practitioner's* office[,] [or] on an *inpatient* or *outpatient* basis [or in a *rehabilitation facility*];]
- [Speech therapy or speech pathology services;]
- [Audiology services;]
- [Cognitive rehabilitation services;]
- [Respiratory or pulmonary therapy services;] [and]
- [Cardiac rehabilitation services][.]

The "Schedule of Benefits" shows the maximum number of visits for physical medicine and/or rehabilitative services, if any.

206600 04/10

Skilled nursing facility

We will pay benefits for *covered expenses* incurred by you for charges made by a *skilled nursing facility* for *room and board*, and services and supplies. *Your confinement* to a *skilled nursing facility* must be based upon a written recommendation of a *health care practitioner*.

[The "Schedule of Benefits" shows the maximum length of time for which we will pay benefits for charges made by a *skilled nursing facility*, if any.]

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Urgent care services

We will pay benefits for *covered expenses* incurred by you for charges made by an *urgent care center* for *urgent care* services. *Covered expense* also includes *health care practitioner* services for *urgent care* provided at and billed by an *urgent care center*.

206900

Additional [medical services] [covered expenses]

We will pay benefits for *covered expenses* incurred by you [based upon the location of the services and the type of provider] for:

- [Blood and blood plasma which is not replaced by donation; administration of the blood and blood products including blood extracts or derivatives.]
- [Oxygen and rental of equipment for its administration.]
- [Initial prosthetic devices or supplies, including but not limited to limbs and eyes. Coverage will be provided for prosthetic devices necessary to restore the minimal basic function of a lost limb or eye. Replacement is a *covered expense* if due to pathological changes or growth.] [*Covered expense* includes repair of the prosthetic device if not covered by the manufacturer.]

[COVERED EXPENSES (continued)]

- [Cochlear implants, when approved by *us*, for a *covered person*:
 - 18 years of age or older with bilateral severe to profound sensorineural deafness; or
 - 12 months to 17 years of age with profound bilateral sensorineural deafness.

Replacement or upgrade of a cochlear implant and its external components may be a *covered expense* if:

- The existing device malfunctions and cannot be repaired;
 - Replacement is due to a change in the *covered person's* condition that makes the present device non-functional; or
 - The replacement or upgrade is not for cosmetic purposes.]
- [Casts, splints, trusses, [crutches,] [orthotics] and braces. [Orthotics must be custom made [or custom fit and made] of rigid or semi-rigid material.]]

[Regardless of indication, no coverage is provided for:

- Fabric supports;
 - [Replacement orthotics and braces;]
 - Oral splints and appliances; or
 - Dental splints and dental braces.]
- [The following special supplies, dispensed up to a [30-90 -day] supply, when prescribed by *your* attending *health care practitioner*:
 - Surgical dressings;
 - Catheters;
 - Colostomy bags, rings and belts; and
 - Flotation pads.]
 - [The initial pair of eyeglasses or contacts needed due to cataract *surgery* or an *accident* if the eyeglasses or contacts were not needed prior to the *accident*.]

- [Dental treatment only if:
 - The charges are incurred for treatment of a *dental injury* to a *sound natural tooth*; [and]
 - The *pre-existing condition* exclusion period, if applicable, has been satisfied[;] [and][.]
 - [The treatment begins within [30 - 90] days after the date of the *dental injury*;] [and]
 - [The treatment is completed within [6 - 12] months after the date of the *dental injury*.]

However, benefits will be paid only for the least expensive service that will, in *our* opinion, produce a professionally adequate result.]

- [Certain oral surgical operations as follows:
 - [Excision of partially or completely impacted teeth;]
 - Excisions of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when

[COVERED EXPENSES (continued)]

- such conditions require pathological examinations;
- Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
 - Reduction of fractures and dislocation of the jaw;
 - External incision and drainage of cellulitis;
 - Incision of accessory sinuses, salivary glands or ducts;
 - Frenectomy (the cutting of the tissue in the midline of the tongue); and
 - Orthognathic surgery for a congenital anomaly, *bodily injury* or *sickness* causing a *functional impairment*.]
- [Elective [vasectomy] [or] [tubal ligation].]
 - For a *covered person*, who is receiving benefits in connection with a mastectomy, service for:
 - Reconstructive *surgery* of the breast on which the mastectomy has been performed;
 - *Surgery* and reconstruction on the non-diseased breast to achieve symmetrical appearance; and
 - Prosthesis and treatment of physical complications for all stages of mastectomy, including lymphedemas.
 - [Enteral formulas, nutritional supplements and low protein modified foods for use at home by a *covered person* that are prescribed or ordered by a *health care practitioner* and are for the treatment of an inherited metabolic disease, e.g. phenylketonuria (PKU) [, unless otherwise covered in the Prescription Drug Benefit [Rider][, if any,] attached to this *policy*].]
 - Coverage for general anesthesia in connection with dental procedures, when performed in a hospital or ambulatory surgical facility and certified by a health care practitioner for:
 - A dependent under the age of 7;
 - A covered person with a serious mental condition or a significant behavioral problem; or
 - A covered person with a serious physical condition.[WRJ6]
 - [Injections of drugs or medicines.]
 - [Private duty nursing [while *you* are *hospital confined*].]
 - [Nutritional counseling for the treatment of obesity, which includes *morbid obesity*[,] [limited to [1 – 10] visits per *year*].]

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Page: 1

[WRJ1] AR Insurance Code 23-79-141

Page: 2

[WRJ2] AR Insurance Code 23-79-140

Page: 3

[WRJ3] AR Insurance Code 23-99-405

Page: 5

[WRJ4] AR Insurance Code 23-86-108

Page: 13

[WRJ5] AR Insurance Code 23-86-118 – In-vitro has to be in the covered expenses.

Page: 16

[WRJ6] HB 1452 and HB 2640

[GLOSSARY]

Terms printed in italic type in this *certificate* have the meaning indicated below. Defined terms are printed in italic type wherever found in this *certificate*.
234000

[A]

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

[**Active status** means the *employee* is performing all of his or her customary duties whether performed at the *employer's* business establishment, some other location which is usual for the *employee's* particular duties or another location when required to travel on the job:

- On a regular full-time basis or for the number of hours per week shown on the Employer Group Application; [and]
- [For [40-48] weeks a year; and]
- Is maintaining a bona fide *employer-employee* relationship with the *policyholder* of the *group policy* on a regular basis.

Each day of a regular vacation and any regular non-working holiday is deemed *active status*, if the *employee* was in *active status* on his or her last regular working day prior to the vacation or holiday. An *employee* is deemed to be in *active status* if an absence from work is due to a *sickness* or *bodily injury*, provided the individual otherwise meets the definition of *employee*.]

[**Acute inpatient services** means care given in a *hospital* or *health care treatment facility* which:

- Maintains permanent full-time facilities for *room and board* of resident patients;
- Provides emergency, diagnostic and therapeutic services with a capability to provide life-saving medical and psychiatric interventions;
- Has physician services, appropriately licensed behavioral health practitioners and skilled nursing services available 24-hours a day;
- Provides direct daily involvement of the physician; and
- Is licensed and legally operated in the jurisdiction where located.

Acute inpatient services are utilized when there is an immediate risk to engage in actions which would result in death or harm to self or others or there is a deteriorating condition in which an alternative treatment setting is not appropriate.]

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

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

[GLOSSARY (continued)]

[**Alternative medicine**, for the purposes of this definition, [includes, but is not limited to: acupressure, [acupuncture,] aromatherapy, ayurveda, biofeedback, faith healing, guided mental imagery, herbal medicine, holistic medicine, homeopathy, hypnosis, macrobiotics, [massage therapy,] naturopathy, ozone therapy, reflexotherapy, relaxation response, rolfing, shiatsu and yoga] [is limited to [acupuncture,] acupressure, homeopathy, [massage therapy,] naturopathy, nutritional counseling, [manipulative physical medicine,] herbal medicine and mind/body medicine provided by an *alternative medicine provider*.]

[**Alternative medicine provider** means a practitioner licensed and/or certified to practice within their state and who performs tasks defined within their scope of practice as defined by the licensing or certifying agency. [Specifically, for the purposes of this definition, *alternative medicine provider* means a licensed and/or certified:

- [Acupuncturist];
- [Athletic trainer];[WRJ1]
- Doctor of Medicine (M.D.);
- Doctor of Osteopathy (D.O.);
- Nurse practitioner (N.P.);
- Doctor of Naturopathy (N.D.);
- Massage therapist;
- Social worker with graduate degree;
- Psychologist; [and]
- Nutritionist; [and]
- [Doctor of Chiropractic (D.C.)].]

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

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

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

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[B]

[**Behavioral health** means [*mental health services*][,] [and] [*chemical dependency services*].]

[GLOSSARY (continued)]

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

[**Bone marrow** means the transplant of human blood precursor cells [which are administered to a patient following high-dose, ablative or myelosuppressive chemotherapy]. Such cells may be derived from bone marrow, circulating blood, or a combination of bone marrow and circulating blood obtained from the patient in an autologous transplant or from a matched related or unrelated donor or cord blood. If chemotherapy is an integral part of the treatment involving an *organ transplant of bone marrow*, the term *bone marrow* includes the harvesting, the transplantation and the chemotherapy components.]

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[C]

[**Certificate** means this benefit plan document which outlines the benefits, provisions and limitations of the *policy*.]

[**Chemical dependency** means the abuse of, or psychological or physical dependence on, or addiction to alcohol or a controlled substance.]

[**Coinsurance** means the amount expressed as a percentage of the *covered expense* that *you* must pay. The percentage of the *covered expense* that *we* pay is shown in the "Schedule of Benefits" sections.]

[**Confinement or confined** means *you* are admitted as a registered bed patient as the result of a *health care practitioner's* recommendation. It does not mean detainment in *observation status*.]

[**Copayment** means the specified dollar amount that *you* must pay to a provider for certain *covered expenses* regardless of any amounts that may be paid by *us* as shown in the "Schedule of Benefits" sections.]

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

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

[**Covered expense** means *medically necessary* services or [routine] *preventive services* which are:

- Ordered by a *health care practitioner*;
- For the benefits described herein, subject to any maximum benefit and all other terms, provisions limitations and exclusions of the *policy*; and
- Incurred when *you* are insured for that benefit under the *policy* on the date that the service is rendered.]

[**Covered person** means the *employee* and/or the *employee's dependents* who are enrolled for benefits provided under the *policy*.]

[GLOSSARY (continued)]

[*Creditable coverage* means a *covered person's* prior coverage under any of the following:

- A group health plan, including church and governmental plans;
- *Health insurance coverage*;
- *Medicare* or *Medicaid*;
- The health plan for active military personnel, including TRICARE;
- The Indian Health Services or other tribal organization program;
- A state health benefits risk pool;
- The Federal Employees Health Benefits Program;
- A non-federal, public health plan;
- A health benefit plan under section 5(e) of the Peace Corps Act; [or]
- State Children's Health Insurance Program[.] [;] [or]
- [Foreign health care.]

Creditable coverage does not include any of the following:

- Accident only coverage, disability income insurance, or any combination thereof;
- Supplemental coverage to liability insurance;
- Liability insurance, including general liability insurance and automobile liability insurance;
- Workers' compensation or similar insurance;
- Automobile medical payment insurance;
- Credit-only insurance;
- Coverage for on site medical clinics;
- Benefits if offered separately:
 - Limited scope dental and vision;
 - Long-term care, nursing home care, home health care, community based care, or any combination thereof; and
 - Other similar, limited benefits;
- Benefits if offered as independent, non-coordinated benefits:
 - Specified disease or illness coverage; and
 - Hospital indemnity or other fixed indemnity insurance;
- Benefits offered as a separate policy:
 - *Medicare* supplement insurance;
 - Supplemental coverage to the health plan for active military personnel, including TRICARE; and
 - Similar supplemental coverage provided to group health plan coverage;
- A health Flexible Spending Account (FSA), if it meets the Internal Revenue Service definition of a health FSA, and:
 - *You* have other coverage available under a group health plan; and

[GLOSSARY (continued)]

- *Your* maximum benefit payable under the FSA does not exceed two times *your* salary election. If *your* maximum benefit payable under the FSA is greater than two times *your* salary election, it must not exceed more than \$500 plus your salary election.]

[*Custodial care* means services given to *you* if:

- *You* need services including, but not limited to, assistance with dressing, bathing, preparation and feeding of special diets, walking, supervision of medication which is ordinarily self administered, getting in and out of bed, maintaining continence; or
- The services *you* require are primarily to maintain, and not likely to improve, *your* condition; or
- The services involve the use of skills which can be taught to a layperson and do not require the technical skills of a *nurse*.

[Services may still be considered *custodial care* by *us* even if:

- *You* are under the care of a *health care practitioner*;
- The *health care practitioner* prescribed services are to support or maintain *your* condition; or
- Services are being provided by a *nurse*.]]

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[D]

[*Deductible* means the amount of *covered expenses* that *you*, either individually or combined as a covered family, must pay per *year* before *we* pay benefits for certain specified services.

Note: Some plans may have a [*network provider*] benefit allowance prior to the applicability of the *deductible*. Please refer to the "Schedule of Benefits" section for more information.]

[*Dental injury* means an injury to a *sound natural tooth* caused by a sudden and external force that could not be predicted in advance and could not be avoided. It does not include biting or chewing injuries.]

[*Dependent* means a covered *employee's*:

- Legally recognized spouse;
- [Unmarried] [N][n]atural born child, step-child, legally adopted child, or child placed for adoption whose age is less than the limiting age; or
- [Unmarried] [C][c]hild whose age is less than the limiting age and for whom the *employee* has received a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) to provide coverage, if the *employee* is eligible for family coverage until:
 - Such QMCSO or NMSN is no longer in effect; or

[GLOSSARY (continued)]

- The child is enrolled for comparable health coverage, which is effective no later than the termination of the child's coverage under the *policy*.

[Under no circumstances shall *dependent* mean a grandchild, great grandchild, foster child or *emancipated minor* [including where the grandchild, great grandchild, foster child or *emancipated minor*][,unless the child] meets all of the qualifications of a dependent as determined by the Internal Revenue Service.]

The coverage for each *dependent* child is subject to the following limiting age(s):

- The [birthday][,] [end of the month][,] [end of the *year*][,] [first of the month] [following the date] that he or she attains the age of [18 – 27][; or][.]
- [The [birthday][,] [end of the month][,] [end of the *year*][,] [first of the month] [following the date] that he or she attains the age of [23 – 27], if such child is in regular full-time attendance at an accredited secondary school, college or university, or licensed technical school. The *dependent* child must be enrolled for sufficient course credits to maintain full-time status as defined by that school. A *dependent* child continues to be eligible for:
 - Up to four months following the close of a school term if enrolled as a full-time student for the following school term; or
 - The earlier of the following if the *dependent* child takes a *medically necessary leave of absence*:
 - Up to one year after the first day of the *medically necessary leave of absence*; or
 - The date coverage would otherwise terminate under this *certificate*.

We must receive written certification from the *dependent* child's *health care practitioner* that the *dependent* child has a serious *bodily injury* or *sickness* requiring a *medically necessary leave of absence*.]

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

A covered *dependent* child who becomes an employee eligible for other group coverage through employment is no longer eligible as a *dependent* for coverage under the *policy*.

A covered *dependent* child who attains the limiting age while insured under the *policy* remains eligible if the covered *dependent* child is:

- Permanently mentally or physically handicapped; and
- Incapable of self-sustaining employment; and
- Unmarried.

In order for the covered *dependent* child to remain eligible as specified above after attaining the limiting age, *you* must furnish satisfactory proof to *us*, that the above conditions continuously exist.[B2]

[GLOSSARY (continued)]

A handicapped *dependent* child, as defined in the bulleted items above, who attained the limiting age while insured under the *employer's* previous group medical plan (Prior Plan) is eligible for coverage under the *policy*. Please refer to the "Replacement of Coverage" section of this *certificate*.

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

[**Diabetes equipment** means blood glucose monitors, including monitors designed to be used by blind individuals; insulin pumps and associated accessories; insulin infusion devices; and podiatric appliances for the prevention of complications associated with diabetes.]

[**Diabetes self-management training** means the training provided to a *covered person* after the initial diagnosis of diabetes for care and management of the condition including nutritional counseling and use of diabetes equipment and supplies. It also includes training when changes are required to the self-management regime and when new techniques and treatments are developed.]

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

[**Durable medical equipment** means equipment that meets all of the following criteria:

- It is prescribed by a *health care practitioner*;
- It can withstand repeated use;
- [It is primarily and customarily used for a medical purpose rather than being primarily for comfort or convenience;]
- [It is generally not useful to *you* in the absence of *sickness* or *bodily injury*;]
- [It is appropriate for home use [or use at other locations as necessary for daily living];]
- [It is related to and meets the basic functional needs of *your* physical disorder;]
- [It is not typically furnished by a *hospital* or *skilled nursing facility*;]
- [It is *medically necessary* and necessitated by *your bodily injury* or *sickness*;] [and]
- It is provided in the most cost effective manner [required by *your* condition, including], at *our* discretion, rental or purchase.]

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[E]

[**Effective date** means the date *your* coverage begins under the *policy*.]

[**Electronic or electronically** means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.]

[GLOSSARY (continued)]

[**Electronic mail** means a computerized system that allows a user of a network computer system and/or computer system to send and receive messages and documents among other users on the network and/or with a computer system.]

[**Electronic signature** means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.]

[**Eligibility date** means the date the *employee* or *dependent* is eligible to participate in the plan.]

[**Emancipated minor** means a child who has not yet attained full legal age, but who has been declared by a court to be emancipated.]

[**Emergency care** means services provided in a *hospital* emergency facility for a *bodily injury* or *sickness* manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of that individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- Serious impairment of bodily functions; or
- Serious dysfunction of any bodily organ or part.

Emergency care does not mean services for the convenience of the *covered person* or the provider of treatment or services.]

[**Employee** means a person who is in *active status* for the *employer* [on a *full-time* basis]. The *employee* must be paid a salary or wage by the *employer* that meets the minimum wage requirements of *your* state or federal minimum wage law for work done at the *employer's* usual place of business or some other location which is usual for the *employee's* particular duties.]

[*Employee* also includes a sole proprietor, partner or corporate officer where:

- The *employer* is a sole proprietorship, partnership or corporation; and
- The sole proprietor, partner or corporate officer is actively performing activities relating to the business, and gains their livelihood from the sole proprietorship, partnership or corporation and is in an *active status* at the *employer's* usual place of business or some other location which is usual for the sole proprietor's, partner's or corporate officer's particular duties.]

[If specified on the Employer Group Application and approved by *us*, *employee* includes retirees of the *employer* [who are eligible for *Medicare*]. A retired *employee* is not required to be in *active status* to be eligible for coverage under this *policy*.]

[**Employer** means the sponsor of this *group* insurance plan, or any subsidiary or affiliate described in the Employer Group Application.]

[GLOSSARY (continued)]

[Enrollment date] means:

- If you are not a *late applicant*, your *enrollment date* is the earlier of the following:
 - The first day your coverage is effective under the *policy*; or
 - The first day of the *waiting period* for enrollment, if any *waiting period* is applicable.
- Your *enrollment date* is the first day your coverage is effective under the *policy*, if:
 - [You are a *late applicant*; or]
 - You are enrolled on a *special enrollment date*.

The term *enrollment date* in this *certificate* is used for the determination and application of the *pre-existing condition* limitation and/or *creditable coverage*.]

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

- Cannot be lawfully marketed without the final approval of the United States Food and Drug Administration (FDA) and which lacks such final FDA approval for the use or proposed use, unless (a) found to be accepted for that use in the most recently published edition of the United States Pharmacopeia-Drug Information for Healthcare Professional (USP-DI) or in the most recently published edition of the American Hospital Formulary Service (AHFS) Drug Information, or (b) identified as safe, widely used and generally accepted as effective for that use as reported in nationally recognized peer reviewed medical literature published in the English language as of the date of service; or (c) is mandated by state law;
- Is a device required to receive Premarket Approval (PMA) or 510K approval by the FDA but has not received a PMA or 510K approval;
- Is not identified as safe, widely used and generally accepted as effective for the proposed use as reported in nationally recognized peer reviewed medical literature published in the English language as of the date of service;
- Is [not] the subject of a National Cancer Institute (NCI) Phase I[, II or III] trial or a treatment protocol comparable to a NCI Phase I[, II or III] trial[, or any trial not recognized by NCI regardless of phase][.] [; or]
- [Is identified as not covered by the Centers for Medicare and Medicaid Services (CMS) Medicare Coverage Issues Manual, a CMS Operational Policy Letter or a CMS National Coverage Decision, except as required by state or federal law.]]

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[F]

[Family member] means you or your spouse, or your or your spouse's child, brother, sister, or parent.]

[GLOSSARY (continued)]

[Free-standing facility] means any licensed public or private establishment other than a *hospital* which has permanent facilities equipped and operated to provide laboratory and diagnostic laboratory, *outpatient* radiology, [*advanced imaging*,] chemotherapy, inhalation therapy, radiation therapy, lithotripsy, physical, cardiac, speech and occupational therapy, or renal dialysis services. [An appropriately licensed birthing center is also considered a *free-standing facility*.]

[Full-time], for an *employee*, means a work week of [at least [20 - 40] hours] [the number of hours shown on the Employer Group Application].]

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

238300 03/09

[G]

Group means the persons for whom this insurance coverage has been arranged to be provided.

238400

[H]

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

[Health care treatment facility] means a facility, institution or clinic, duly licensed by the appropriate state agency to provide medical services or *behavioral health* services, and is primarily established and operating within the scope of its license. *Health care treatment facility* does not include a *residential treatment facility*.]

[Health insurance coverage] means medical coverage under any hospital or medical service policy or certificate, hospital or medical service plan contract or health maintenance organization (HMO) contract offered by a health insurance issuer. "Health insurance issuer" means an insurance company, insurance service, or insurance organization (including an HMO) that is required to be licensed to engage in the business of insurance in a state and that is subject to the state law that regulates insurance.]

[Health status-related factor] means any of the following:

- Health status or medical history;
- Medical condition, either physical or mental;
- Claims experience;
- Receipt of health care;
- Genetic information;
- Disability; or
- Evidence of insurability, including conditions arising out of acts of domestic violence.]

[GLOSSARY (continued)]

Hearing aid means an instrument or device that is:

- Designed and offered for the purpose of aiding persons with or compensating for impaired hearing;
- Worn in or on the body; and
- Generally not useful to a person without a hearing impairment.

[**Home health care agency** means a *home health care agency* or *hospital* which meets all of the following requirements:

- It must primarily provide skilled nursing services and other therapeutic services under the supervision of physicians or registered nurses;
- It must be operated according to established processes and procedures by a group of professional medical people, including physicians and *nurses*;
- It must maintain clinical records on all patients; and
- It must be licensed by the jurisdiction where it is located, if licensure is required. It must be operated according to the laws of that jurisdiction which pertains to agencies providing home health care.]

[**Home health care plan** means a plan of care and treatment for *you* to be provided in *your* home. To qualify, the *home health care plan* must be established and approved by a *health care practitioner*. The services to be provided by the plan must require the skills of a *nurse*[,] [or] another *health care practitioner* [and must not be for *custodial care*].]

[**Hospice care program** means a coordinated, interdisciplinary program provided by a hospice designed to meet the special physical, psychological, spiritual and social needs of a terminally ill *covered person* and his or her immediate covered family members, by providing *palliative care* and supportive medical, nursing and other services through at-home or *inpatient* care[, including *alternative medicine* provided by an *alternative medicine provider*]. A hospice must be licensed by the laws of the jurisdiction where it is located and must be run as a hospice as defined by those laws. It must provide a program of treatment for at least two unrelated individuals who have been medically diagnosed as having no reasonable prospect for cure for their *sickness* and, as estimated by their physicians, are expected to live [six – 18] months or less as a result of that *sickness*.]

[**Hospital** means an institution that meets all of the following requirements:

- It must provide, for a fee, medical care and treatment of sick or injured patients on an *inpatient* basis;
- It must provide or operate, either on its premises or in facilities available to the *hospital* on a pre-arranged basis, medical, diagnostic and surgical facilities;
- Care and treatment must be given by and supervised by physicians. Nursing services must be provided on a 24-hour basis and must be given by or supervised by registered nurses;
- It must be licensed by the laws of the jurisdiction where it is located. It must be operated as a hospital as defined by those laws;
- It must not be primarily a:
 - Convalescent, rest or nursing home; [or]
 - Facility providing custodial, educational or rehabilitative care[.]; [or]
 - [*Residential treatment facility*].]

[GLOSSARY (continued)]

The *hospital* must be accredited by one of the following:

- The Joint Commission on the Accreditation of Hospitals;
- The American Osteopathic Hospital Association; or
- The Commission on the Accreditation of Rehabilitative Facilities.]
- 239200 07/07

[I]

[Individual [lifetime] maximum benefit] means the maximum amount of benefits payable by *us* for all *covered expenses* incurred by *you*. [Once the *individual [lifetime] maximum benefit* is reached, benefits are not payable and will not be reinstated.]

[Infertility services] means any diagnostic evaluation, treatment, supply, medication, or service provided to achieve pregnancy or to achieve or maintain ovulation. This includes, but is not limited to:

- [Artificial insemination;]
- [In vitro fertilization;]
- [Gamete Intrafallopian Transfer (GIFT);]
- [Zygote Intrafallopian Transfer (ZIFT);]
- [Tubal ovum transfer;]
- [Embryo freezing or transfer;]
- [Sperm storage or banking;]
- [Ovum storage or banking;]
- [Embryo or zygote banking;]
- [Diagnostic and/or therapeutic laparoscopy;]
- [Hysterosalpingography;]
- [Ultrasonography;]
- [Endometrial biopsy;] [and]
- [Any other assisted reproductive techniques or cloning methods].]

[Inpatient] means *you* are *confined* as a registered bed patient.]

[Intensive outpatient program] means *outpatient* services providing:

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

Intensive outpatient program does not include services that are for[:

[GLOSSARY (continued)]

- *Custodial care*; or]
 - Day care.]
- 239600 07/07

[J]

[K]

[L]

[**Late applicant** means an *employee* or *dependent* who requests enrollment for coverage under the *policy* more than 31 days after his/her *eligibility date*[,] [or] later than the time period specified in the “Special Enrollment” provision[, or after the *open enrollment period*.]

239700 04/09

[M]

[**Maintenance care** means services and supplies furnished mainly to:

- Maintain, rather than improve, a level of physical or mental function; or
- Provide a protected environment free from exposure that can worsen the *covered person's* physical or mental condition.]

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

- The fee charged by the provider for the services;
- The fee that has been negotiated with the provider whether directly or through one or more intermediaries or shared savings contracts for the services;
- The fee established by *us* by comparing rates from one or more regional or national databases or schedules for the same or similar services from a geographical area determined by *us*;
- The fee based upon rates negotiated by *us* or other payors with one or more [*network*] *providers* in a geographical area determined by *us* for the same or similar services;
- The fee based upon the provider's cost for providing the same or similar services as reported by such provider in its most recent publicly available *Medicare* cost report submitted to the Centers for Medicare and Medicaid Services (CMS) annually; or

[GLOSSARY (continued)]

- The fee based on a percentage determined by *us* of the fee *Medicare* allows for the same or similar services provided in the same geographic area.

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

[**Medicaid** means a state program of medical care for needy persons, as established under Title 19 of the Social Security Act of 1965, as amended.]

[**Medically necessary** means health care services that a *health care practitioner* exercising prudent clinical judgment would provide to his or her patient for the purpose of preventing, evaluating, diagnosing or treating a *sickness* or *bodily injury* or its symptoms. Such health care service must be:

- In accordance with nationally recognized standards of medical practice;
- Clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the patient's *sickness* or *bodily injury*;
- Not primarily for the convenience of the patient, physician or other health care provider; and
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the patient's *sickness* or *bodily injury*.

For the purpose of *medically necessary*, generally accepted standards of medical practice means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations, the views of physicians practicing in relevant clinical areas and any other relevant factors.]

Medically necessary leave of absence means a leave of absence for a *dependent* child, who is no longer enrolled for sufficient course credits to maintain full-time status as defined by an accredited secondary school, college or university, or licensed technical school or had any other change in enrollment at such institution.

The *medically necessary leave of absence* must:

- Begin due to a *bodily injury* or *sickness*;
- Be determined necessary by the *dependent* child's *health care practitioner*, who must send *us* written certification; and
- Cause the *dependent* child to lose full-time student status as defined in the definition of '*dependent*'.

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

[GLOSSARY (continued)]

[**Mental health services** means those diagnoses and treatments related to the care of a *covered person* who exhibits mental, nervous or emotional condition classified in the Diagnostic and Statistical Manual of Mental Disorders.]

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

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

240300 04/09

[N]

[**Network health care practitioner** means a *health care practitioner* who has signed a direct agreement with *us* as an independent contractor or who has been designated by *us* as an independent contractor to provide services to all *covered persons*. *Network health care practitioner* designation by *us* may be limited to specified services.]

[**Network hospital** means a *hospital* which has signed a direct agreement with *us* as an independent contractor or has been designated by *us* as an independent contractor to provide services to all *covered persons*. *Network hospital* designation by *us* may be limited to specified services.]

[**Network provider** means a *hospital*, [*health care treatment facility*,] physician, or any other health services provider who has signed an agreement with *us* as an independent contractor or who has been designated by *us* as an independent contractor to provide services to all *covered persons*. *Network provider* designation by *us* may be limited to specified services.]

[**Non-network health care practitioner** means a *health care practitioner* who has not been designated as a *network health care practitioner* by *us*.]

[**Non-network hospital** means a *hospital* which has not been designated as a *network hospital* by *us*.]

[**Non-network provider** means a *hospital*, [*health care treatment facility*,] physician, or any other health services provider who has not been designated as a *network provider* by *us*.]

[**Nuclear medicine** means radiology in which radioisotopes (compounds containing radioactive forms of atoms) are introduced into the body for the purpose of imaging, evaluating organ function, or localizing disease or tumors.]

[**Nurse** means a registered nurse (R.N.), a licensed practical nurse (L.P.N.), or a licensed vocational nurse (L.V.N.).]

241000 07/07

[GLOSSARY (continued)]

[O]

[**Observation status** means a stay in a *hospital* [or *health care treatment facility*] for less than 24 hours if:

- *You* have not been admitted as a resident *inpatient*;
- *You* are physically detained in an emergency room, treatment room, observation room or other such area; or
- *You* are being observed to determine whether *confinement* will be required.]

[**Open enrollment period** means no less than a 31 day period of time, occurring annually for the *group*, during which the *employee* has an opportunity to enroll themselves and their eligible *dependents* for coverage under the *policy*.]

[**Oral surgery** means procedures to correct diseases, injuries and defects of the jaw and mouth structures. These procedures include, but are not limited to, the following:

- Surgical removal of full bony impactions;
- Mandibular or maxillary implant;
- Maxillary or mandibular frenectomy;
- Alveolectomy and alveoplasty;
- Orthognathic surgery;
- [Surgery for treatment of temporomandibular joint syndrome/dysfunction;][and]
- Periodontal surgery, including gingivectomies.]

[**Organ transplant** means only the services, care, and treatment received for, or in connection with, the pre-approved transplant of the organs identified in the "Covered Expenses - Transplant Services" section, which are determined by *us* to be *medically necessary* services and which are not *experimental*[,] [or] *investigational*[,] or *for research purposes*]. Transplantation of multiple organs, when performed simultaneously, is considered one organ transplant.]

[**Organ transplant treatment period** means 365 days from the date of discharge from the *hospital* following an *organ transplant* received while *you* were covered by *us*.]

[**Out-of-pocket limit** means the amount of *covered expenses*[, excluding expenses used to satisfy *deductibles*] [and] [*copayments*],] that must be paid by a *covered person*[, either individually or combined as a covered family,] per *year* before a benefit percentage will be increased.]

[**Outpatient** means *you* are not *confined* as a registered bed patient.]

[**Outpatient surgery** means *surgery* performed in a *health care practitioner's* office, *ambulatory surgical center*, or the *outpatient* department of a *hospital*.]

241600 04/09

[P]

[GLOSSARY (continued)]

[**Palliative care** means care given to a *covered person* to relieve, ease, or alleviate, but not to cure, a *bodily injury* or *sickness*.]

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

- For a comprehensive and intensive interdisciplinary psychiatric treatment for minimum of 5 hours a day, 5 days per week;
- That provides for social, psychological and rehabilitative training programs with a focus on reintegration back into the community and admits children and adolescents who must have a treatment program designed to meet the special needs of that age range; and
- That has physicians and appropriately licensed behavioral health practitioners readily available for the emergent and urgent needs of the patients.

The *partial hospitalization* program must be accredited by the Joint Commission of the Accreditation of Hospitals or in compliance with an equivalent standard.

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

Partial hospitalization does not include services that are for[:

- *Custodial care*; or]
- Day care.]

[**Periodontics** means the branch of dentistry concerned with the study, prevention, and treatment of diseases of the tissues and bones supporting the teeth.]

[**Policy** means the document describing the benefits *we* provide as agreed to by *us* and the *policyholder*.]

[**Policyholder** means the legal entity identified as the *policyholder* on the face page of the *policy* who establishes, sponsors and endorses an employee benefit plan for insurance coverage.]

[**Pre-surgical/procedural testing** means:

- Laboratory tests or radiological examinations done on an *outpatient* basis in a *hospital* or other facility accepted by the *hospital* before *hospital confinement* or *outpatient surgery* or procedure;
- The tests must be accepted by the *hospital* or *health care practitioner* in place of like tests made during *confinement*; and
- The tests must be for the same *bodily injury* or *sickness* causing you to be *hospital confined* or to have the *outpatient surgery* or procedure.

[GLOSSARY (continued)]

[*Pre-surgical/procedural testing* billed as *inpatient* will be paid at the *inpatient hospital* benefit percentage.]]

[**Preauthorization** means approval by *us*, or *our* designee, of a service prior to it being provided. Certain services require medical review by *us* in order to determine eligibility for coverage.

Preauthorization is granted when such a review determines that a given service is a *covered expense* according to the terms and provisions of the *policy*.]

[**Pre-existing condition** means a *sickness* or *bodily injury* for which *you* have received medical attention during the six months prior to *your enrollment date*. For the purposes of this definition, medical attention means care, advice, examination, treatment, services, medication, procedures, tests, consultation, referral or diagnosis.]

[**Preventive services** means services determined to be effective and accepted for the detection and prevention of disease in persons with no symptoms as recommended by the U.S. Preventive Services Task Force.]

242500 07/07

[Q]

[R]

[**Rehabilitation facility** means any licensed public or private establishment which has permanent facilities that are equipped and operated primarily to render physical and occupational therapies, diagnostic services and other therapeutic services.]

[**Residential treatment facility** means an institution which:

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

Residential treatment is utilized to provide structure, support and reinforcement of the treatment required to reverse the course of behavioral deterioration.]

[**Room and board** means all charges made by a *hospital* [or other *health care treatment facility*] on its own behalf for room and meals and all general services and activities needed for the care of registered bed patients.]

[**Routine nursery care** means the charges made by a *hospital* [or [licensed] birthing center] for the use of the nursery. It includes normal services and supplies given to well newborn children following birth.

[GLOSSARY (continued)]

Health care practitioner visits are not considered *routine nursery care*. Treatment of a *bodily injury*, *sickness*, birth abnormality, congenital defect following birth and care resulting from prematurity is not considered *routine nursery care*.]

242900 07/07

[S]

[***Self-administered injectable drugs*** means an FDA approved medication which a person may administer to himself or herself by means of intramuscular[, intravenous], or subcutaneous injection, excluding [insulin,] [epinephrine] [sumatriptan] [and] [glucagon]] and prescribed for use by *you*.]

[***Service area*** means the geographic area designated by *us*, or as otherwise agreed upon between the *policyholder* and *us* and approved by the Department of Insurance of the state in which the policy is issued, if such approval is required. The *service area* is the geographic area where the *network provider* services are available to *you*.]

[***Sickness*** means a disturbance in function or structure of the body which causes physical signs or physical symptoms and which, if left untreated, will result in a deterioration of the health state of the structure or system(s) of the body. The term also includes: (a) pregnancy; (b) any medical complications of pregnancy[;] [and (c) *behavioral health*].]

[***Skilled nursing facility*** means a licensed institution (other than a *hospital*, as defined) which meets all of the following requirements:

- It must provide permanent and full-time bed care facilities for resident patients;
- It must maintain, on the premises and under arrangements, all facilities necessary for medical care and treatment;
- It must provide such services under the supervision of physicians at all times;
- It must provide 24-hours-a-day nursing services by or under the supervision of a registered nurse; and
- It must maintain a daily record for each patient.

A *skilled nursing facility* is not, except by incident, a rest home, a home for the care of the aged, or engaged in the care and treatment of *chemical dependency*.]

[***Small employer*** means an *employer* who employed an average of two but not more than 50 *employees* on business days during the preceding calendar year and who employs at least two *employees* on the first day of the *year*, unless otherwise provided under state law. [All entities that are affiliated or that are eligible to file combined tax return are considered one employer.]]

[***Sound natural tooth*** means a tooth that:

- Is organic and formed by the natural development of the body (not manufactured, capped, crowned or bonded);
- Has not been extensively restored;
- Has not become extensively decayed or involved in periodontal disease; and

[GLOSSARY (continued)]

- Is not more susceptible to injury than a whole natural tooth, (for example a tooth that has not been previously broken, chipped, filled, cracked or fractured).]

[*Special enrollment date* means the date of:

- Change in family status after the *eligibility date*;
- Loss of other coverage under another group health plan or other *health insurance coverage*;
- COBRA exhaustion;
- Loss of coverage under *your* employer's alternate plan;
- Termination of your Medicaid coverage or your Children's Health Insurance Program (CHIP) coverage as a result of loss of eligibility; or
- Eligibility for a premium assistance subsidy under Medicaid or CHIP.

To be eligible for special enrollment, *you* must meet the requirements specified in the "Special Enrollment" provision within the "Eligibility and Effective Dates" section of this *certificate*.]

[*Surgery* means services categorized as Surgery in the Current Procedural Terminology (CPT) Manuals published by the American Medical Association. The term *surgery* includes, but is not limited to: excision or incision of the skin or mucosal tissues or insertion for exploratory purposes into a natural body opening; insertion of instruments into any body opening, natural or otherwise, done for diagnostic or other therapeutic purposes; and treatment of fractures.]

243800 04/09

[T]

[*Total disability* or *totally disabled* means *your* continuing inability, as a result of a *bodily injury* or *sickness*, to perform the material and substantial duties of any job for which *you* are or become qualified by reason of education, training or experience.

The term also means a *dependent's* inability to engage in the normal activities of a person of like age. If the *dependent* is employed, the *dependent* must be unable to perform his or her job.]

[*Transplant out-of-pocket limit* means the amount of *coinsurance* [after the *deductible*] that a *covered person* must pay for *organ transplant* services from [*non-network*] *providers* in a *year* before a benefit percentage will be increased.]

244000 07/07

[U]

[*Urgent care* means those health care services that are appropriately provided for an unforeseen condition of a kind that usually requires attention without delay but that does not pose a threat to life, limb or permanent health of the *covered person*.]

[GLOSSARY (continued)]

[**Urgent care center** means any licensed public or private non-hospital free-standing facility which has permanent facilities equipped to provide *urgent care* services [on an *outpatient* basis].]
244200 07/07

[V]

[W]

[**Waiting period** means the period of time, elected by the *policyholder*, which must pass before an *employee* is eligible for coverage under the *policy*.]

[**We, us** or **our** means the offering company as shown on the cover page of the *policy* and *certificate*.]
244400 07/07

[X]

[Y]

[**Year** means [a 365-day period that begins initially on the *policy's* effective date and each 365-day period thereafter beginning on the anniversary date of the *policy*, unless otherwise agreed to by the *policyholder* and *us*.] [the period of time which begins on any January 1st and ends on the following December 31st.] [When *you* first become covered by the *policy*, the first *year* begins for *you* on the effective date of *your* insurance [and ends on the following December 31st].]

[**You** or **your** means any *covered person*.]

[Z]

244600 07/07

Page: 2

[WRJ1] AR Mandate: 23-99-203

[B2]AR Mandate: We cannot specify a time limit to show proof of incapacity for dependents. 23-86-108

VARIABLE OPTIONS

Policy Series: CC2003-P et al. for the State of Arkansas

In compliance with Bulletin 9-85, the difference in coinsurance rates between in-network covered services and out-of-network covered services for this product shall not exceed 25 percentage points.

SCHEDULE OF BENEFITS - SCHEDULE 2

Option 1:

[[%] [benefit payable] [after] [a] [{Level 1} {Level 2} {non-}network provider deductible] [and] [{\$ } copayment per {visit} {service} {day} {charge} {(waived if admitted)}] [{up} to a maximum {benefit} of {\$} {# visits} {per covered person} {per} {#} {visit} {service} {test} {screening} {immunization} {day} {charge} {year}] [or { % } of the fee, whichever is {lesser} {greater}] [, then] [{ % }] [to the {out-of-pocket limit} {(\$)} maximum per year]] [and] [after] [{Level 1} {Level 2} {non-}network provider deductible] [after {plan} deductible] [*Deductible does not apply.*] [The {copayment} {coinsurance} does not accumulate toward and is not subject to any *out-of-pocket limit*] [.] [Same as any other *sickness.*] [Not covered.] [No benefit.]]

A. Indemnity:

Benefits	
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B. PPO:

[Level 1] [Option A] <i>network health care practitioner</i>	
[[Level 1] [Option B] <i>network health care practitioner</i>]	
[[Level 2] [Option A] <i>[non-]network health care practitioner</i>]	
[[Level 2] [Option B] <i>[non-]network health care practitioner</i>]	
[<i>Non-network health care practitioner</i>]	

VARIABLE OPTIONS (continued)

Option 2:

[[%] [benefit payable] [after] [a] [{Level 1} {Level 2} {non-}network provider deductible] [and] [{\$ } copayment per {visit} {service} {day} {confinement} {admission} {procedure} {test} {occurrence}] [for the first {#} days {of confinement} {per admission}] [{up} to a maximum {benefit} of {# days} {# visits} {\$ } {per covered person} {per} {visit} {service} {day} {year} {confinement} {admission}] [, then] [{ % } {benefit payable}] [to the out-of-pocket limit] [and] [after] [{Level 1} {Level 2} {non-}network provider deductible] [after {plan} deductible] [The {copayment} {coinsurance} does not apply to any out-of-pocket limit] [.] [Copayment waived if admitted.] [Same as any other sickness.] [Not covered.] [No benefit.]]

A. Indemnity:

Benefits	
----------	--

B. PPO:

[Level 1] network hospital	
[[Level 2] [non-]network hospital]	
[Non-network hospital]	

Option 3:

[[%] [benefit payable] [after] [a] [{Level 1} {Level 2} {non-}network provider deductible] [and] [{\$ } copayment per {visit} {service} {day} {charge} {trip} {procedure} {test} {occurrence} {admission} {confinement} {(waived if admitted)}] [for the first {#} days {of confinement} {per admission}] [{up} to a maximum {benefit} of {# days} {# visits} {\$ } {per covered person} {per} {#} {visit} {service} {day} {charge} {year} {confinement} {admission}] [or { % } of the fee, whichever is {lesser} {greater}] [, then] [{ %}] [to {the} {a} {out-of-pocket limit} {(\$) maximum per year}] [and] [after] [{Level 1} {Level 2} {non-}network provider deductible] [after {plan} deductible] [Deductible does not apply.] [The {copayment} {coinsurance} does not accumulate toward and is not subject to any out-of-pocket limit] [.] [Same as any other sickness.] [Not covered.] [No benefit.] [Copayment waived if admitted.]]

A. Indemnity:

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VARIABLE OPTIONS (continued)

Benefits	
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B. PPO:

[Level 1] <i>network provider</i>	
[[Level 2] <i>[non-]network provider</i>]	
[<i>Non-network provider</i>]	

Preventive services maximum benefit per year:		\$150 – unlimited	
Preventive services maximum visits per year		0 - unlimited	
Preventive services	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Each] Preventive services office visit[s] [for covered persons [under [0- 19] years of age] [to age [0 - 19]] [through the age of [0 - 19]]]	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Each] Preventive services office visit[s] [for covered persons [over [0 - 19] years of age] [[0-19] years of age or over]	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Annual] gynecological office visit[s] [for covered persons [under [0- 19] years of age] [to age [0 - 19]] [through the age of [0 - 19]]]	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)

VARIABLE OPTIONS (continued)

[Annual] gynecological office visit[s] [for covered persons [over [0 - 19] years of age] [[0-19] years of age or over]	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Preventive screenings] [and] [immunizations][:] [for covered persons [under [0- 19] years of age] [to age [0 - 19]] [through the age of [0 - 19]]	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Routine childhood immunizations	100%		
[Preventive screenings] [and] [immunizations][:] [for covered persons over [0 - 19] years of age]	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Each] [Routine] [preventive] [radiology] [,] [laboratory] [and] [pathology] [and/or endoscopic] [service[s]] [test[s]]	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Routine] [preventive] endoscopic services	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Routine] [preventive] mammogram	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Routine] [preventive] pap smear	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Routine] [preventive] prostate specific antigen (PSA) test	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Colorectal cancer screening	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)

VARIABLE OPTIONS (continued)

Other preventive cancer screenings	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Immunizations	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Immunizations against influenza (flu shot) and pneumonia:	Percentage: 0% - 100%	Maximum Benefit: \$0 - \$1000	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)

Health care practitioner home/office visit services:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Health care practitioner prenatal home/office visit services:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Health care practitioner home visit services billed by the health care practitioner:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Each] [diagnostic] [laboratory][,] [and] [radiology] [and] [pathology] [test[s]] [service[s]] [when performed in the office and billed by the health care practitioner]	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Advanced imaging when performed in a health care practitioner's office	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Nuclear medicine [when performed in a health care practitioner's office]	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Each] [plain film] radiology [service[s]] [when performed in a health care practitioner's office]	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Allergy testing [when received in the health care practitioner's office]:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)

VARIABLE OPTIONS (continued)

Allergy serum [when received in the health care practitioner's office]:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Allergy injection [when received in the health care practitioner's office]:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Injections other than allergy [when received in a health care practitioner's office.]:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Chemotherapy, radiation therapy and dialysis [when received in the health care practitioner's office]:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Each surgery [performed in the office and billed by the health care practitioner] [Surgeon] [Fee[s]]:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)

Hospital inpatient services	Percentage: 0% - 100%	Copayment: \$0 - \$20,000 (encompasses visit, confinement, admission, service and day amounts)
Hospital inpatient services semi-private room:	Percentage: 0% - 100%	Copayment: \$0 - \$20,000 (encompasses visit, confinement, admission, service and day amounts)
Hospital inpatient care – intensive care unit:	Percentage: 0% - 100%	Copayment: \$0 - \$50,000 (encompasses visit, confinement, admission, service and day amounts)
Hospital inpatient care – operating room:	Percentage: 0% - 100%	Copayment: \$0 - \$20,000 (encompasses visit, confinement, admission, service and day amounts)
Hospital inpatient care – ancillary services:	Percentage: 0% - 100%	Copayment: \$0 - \$20,000 (encompasses visit, confinement, admission, service and day amounts)
Hospital inpatient maximum number of days per year:	0 – 365	

VARIABLE OPTIONS (continued)

Number of days the hospital copayment is applicable:	0 – unlimited	
Maximum number of days per hospital confinement:	0 – unlimited	
Hospital inpatient daily maximum benefit	\$1000 - unlimited	
Health care practitioner inpatient services [when] provided in a hospital:	Percentage: 0% - 100%	Copayment: \$0 - \$20,000 (encompasses visit, confinement, admission, service and day amounts)
[Each] [anesthesiology] [services] [anesthesiologist] [fees] for inpatient surgery provided in a hospital:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Hospital] outpatient services	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
[Hospital] outpatient surgical services:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
[Hospital] outpatient services – operating room for outpatient surgery:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
[Hospital] outpatient ancillary services [for outpatient surgery]:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
Health care practitioner outpatient services [when provided in a hospital]:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
[Each] [anesthesiology] [services] [anesthesiologist] [fees] for outpatient surgery provided in a hospital:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Hospital] outpatient non-surgical services:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)

VARIABLE OPTIONS (continued)

[Each] [diagnostic][,] [and] [radiology][,] [and] [laboratory] [and] [pathology] [test[s]] [service[s]] [when provided in a hospital's outpatient department [or in a free standing facility]:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
[Hospital] [outpatient] advanced imaging:	Percentage: 0% - 100%	Copayment: \$0 - \$3,000 (encompasses visit, service and day amounts)
[Hospital] [outpatient] [plain film] radiology:	Percentage: 0% - 100%	Copayment: \$0 - \$1,500 (encompasses visit, service and day amounts)
[Hospital] [outpatient] nuclear medicine:	Percentage: 0% - 100%	Copayment: \$0 - \$1,500 (encompasses visit, service and day amounts)

Hospital emergency room services:	Percentage: 0% - 100%	Copayment: \$0 - \$500 (encompasses visit, service and day amounts)
Hospital emergency room ancillary services:	Percentage: 0% - 100%	Copayment: \$0 - \$500 (encompasses visit, service and day amounts)
Hospital emergency room health care practitioner services:	Percentage: 0% - 100%	Copayment: \$0 - \$500 (encompasses visit, service and day amounts)

Ambulance:	Percentage: 0% - 100%	Copayment: \$0 - \$1,500 (encompasses visit, service and day amounts)
Ambulatory surgical center services:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
Ambulatory surgical center [operating room for outpatient surgery] [for outpatient surgery]:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
Ambulatory surgical center ancillary services [for outpatient surgery]:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
Health care practitioner outpatient services[provided in an ambulatory surgical center]:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)

VARIABLE OPTIONS (continued)

[Each] [anesthesiology] [services] [anesthesiologist] [fee[s]] for outpatient surgery provided in an ambulatory surgical center:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Durable medical equipment [and] [diabetes equipment]:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
Durable medical equipment [and] [diabetes equipment] maximum benefit:	\$0 to unlimited	
Diabetes equipment	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Diabetes equipment maximum benefit	\$0 to unlimited	
Oxygen	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Oxygen maximum benefit	\$0 to unlimited	
[Prosthetic[s]] [and] [orthotic[s]] [devices] [and] [supplies]:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
[Prosthetic[s]] [and] [orthotic[s]] [devices] [and] [supplies] maximum benefit:	\$0 to unlimited	
[Hearing Aids]	Percentage: 0% - 100%	Copayment: \$0
[Hearing Aids] maximum benefit:	\$1,400 to unlimited	
Free-standing facility outpatient non-surgical services:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Free-standing facility ancillary services for [outpatient] [non-surgical] services:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)

VARIABLE OPTIONS (continued)

[Each] [diagnostic][,] [and] [radiology][,] [and] [laboratory] [and] [pathology] [test[s]] [services] [when provided in a free-standing facility]:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Health care practitioner [outpatient] [non-surgical services] [provided in a free-standing facility]:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Free-standing facility [outpatient] advanced imaging:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Free-standing facility [outpatient] [plain film] radiology:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Free-standing facility [outpatient] nuclear medicine:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Home health care:	Percentage: 0% - 100%	Copayment: \$0 - \$1,500 (encompasses visit, service and day amounts)
Home health care maximum benefit:	\$0 to unlimited	
Home health care maximum visits per year:	0 to unlimited	
Hospice:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, confinement, admission, service and day amounts)
Hospice maximum benefit	\$0 to unlimited	
Hospice maximum days per year	0 to unlimited	
Hospice inpatient:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, confinement, admission, service and day amounts)

VARIABLE OPTIONS (continued)

Hospice inpatient maximum benefit	\$0 to unlimited	
Hospice inpatient maximum days per year	0 to unlimited	
Hospice outpatient:	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
Hospice outpatient maximum benefit:	\$0 – unlimited	
Hospice outpatient maximum days per year:	0 to unlimited	
Bereavement counseling	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
Bereavement counseling maximum benefit:	\$0 – unlimited	
Bereavement counseling maximum visits per year:	0 to unlimited	
Bereavement counseling maximum [family] sessions:	0 to unlimited	
In-vitro fertilization	Percentage: 0% - 100%	Copayment: \$0 - \$5,000 (encompasses visit, service and day amounts)
In-vitro fertilization maximum benefit:	\$15,000 - unlimited	
Jaw joint benefit	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Jaw joint maximum benefit per year:	\$0 – unlimited	
Physical medicine and rehabilitative services:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)

VARIABLE OPTIONS (continued)

<p>[Physical [therapy]] [and][,] [occupational] [therapy] [and][,] [speech therapy][,] [and] [audiology][,] [and] [cognitive rehabilitation services] [and spinal manipulations, adjustments and modalities] [combined] maximum visits per year:</p>	<p>0 – unlimited</p>	
<p>[Physical [therapy]] [and][,] [occupational] [therapy] [and][,] [speech therapy][,] [and] [audiology][,] [and] [cognitive rehabilitation services] [,][and spinal manipulations, adjustments and modalities] [non-] [network provider] maximum visits per year:</p>	<p>0 – unlimited</p>	
<p>Physical therapy [combined] maximum visits per year:</p>	<p>0 – unlimited</p>	
<p>Occupational therapy [combined] maximum visits per year:</p>	<p>0 – unlimited</p>	
<p>Speech therapy [and][,] [speech pathology services] [and] [,][audiology] [and cognitive rehabilitation services] [combined] maximum visits per year:</p>	<p>0 – unlimited</p>	
<p>Spinal manipulations[,][/] adjustments [and modalities] maximum number visits per year:</p>	<p>0 – unlimited</p>	
<p>Physical medicine and rehabilitative services [combined] maximum number of visits per year:</p>	<p>0 – unlimited</p>	
<p>Physical medicine-spinal manipulations, adjustments and modalities therapy:</p>	<p>Percentage: 50% - 100%</p>	<p>Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)</p>

VARIABLE OPTIONS (continued)

Physical medicine – speech or cognitive therapy:	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Physical medicine – speech or cognitive therapy maximum benefit:	\$0 – unlimited	
Physical medicine speech or cognitive therapy maximum visits per year:	0 to unlimited	
Respiratory or pulmonary therapy services	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Respiratory or pulmonary therapy services maximum visits per year	0 to unlimited	
Cardiac rehabilitation services	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Cardiac rehabilitation services maximum visits per year	0 to unlimited	
Physical medicine - other therapy	Percentage: 0% - 100%	Copayment: \$0 - \$2,000 (encompasses visit, service and day amounts)
Physical medicine - other therapy maximum benefit:	\$0 to unlimited	
Physical medicine - other therapy maximum visits per year:	0 to unlimited	
Pre-surgical/procedural testing:	Percentage: 0% - 100%	Copayment: \$0 - \$1,500 (encompasses visit, service and day amounts)
Skilled nursing facility:	Percentage: 0% - 100%	Copayment: \$0 - \$1,000 (encompasses visit, confinement, admission, service and day amounts)
Skilled nursing facility maximum days per year:	0 to unlimited	
Skilled nursing facility maximum benefit:	\$0 to unlimited	

VARIABLE OPTIONS (continued)

Urgent care facility services:	Percentage: 0% - 100%	Copayment: \$0 - \$500 (encompasses visit, service and day amounts)
Urgent care facility health care practitioner services:	Percentage: 0% - 100%	Copayment: \$0 - \$100 (encompasses visit, service and day amounts)
Private duty nursing [while hospital confined]	Percentage: 0% - 100%	Copayment: \$0 - \$100 (encompasses visit, service and day amounts)
Private duty nursing maximum days per year:	0 to unlimited	
Private duty nursing maximum benefit:	\$0 to unlimited	
Additional [medical services] [covered expenses]:	Percentage: 0% - 100%	Copayment: \$0 - \$100 (encompasses visit, service and day amounts)

SERFF Tracking Number: HUMA-126858397 State: Arkansas
 Filing Company: Humana Insurance Company State Tracking Number: 47043
 Company Tracking Number: AR-10-014
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO
 Product Name: CC2003 et al
 Project Name/Number: HB 1930 Hearing Aids/HB1930

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: see attached Attachments: AR-10-014 Certificate of Compliance-Bulletin 9-85.pdf AR-10-014 Certification of Compliance-Rule & Regulation 19.pdf	Approved-Closed	11/01/2010
Bypassed - Item: Application Bypass Reason: n/a Comments:	Approved-Closed	11/01/2010
Bypassed - Item: PPACA Uniform Compliance Summary Bypass Reason: n/a Comments:	Approved-Closed	11/01/2010
Satisfied - Item: Variability Statement Comments: see attached Attachment: AR Matrix Filing Variability Statement.pdf	Approved-Closed	11/01/2010

TO: Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

RE: GROUP HEALTH INSURANCE FORMS FILING
HUMANA INSURANCE COMPANY
POLICY SERIES: CC2003
NAIC#: 73288
FEIN#: 39-1263473
INTERNAL FILING NUMBER: AR-10-014

CERTIFICATION OF COMPLIANCE

I have reviewed or supervised the review of the policy forms contained in this filing and hereby certify to the best of my knowledge and belief that they are in compliance with Bulletin 9-85 of the state of Arkansas.



(Signature)

J. Gregory Catron
Vice President and Assistant General Counsel
Humana Insurance Company

10/13/2010

(Date)

Individual responsible for this filing:

Wendy Jeffries
Contract Analyst
Product Compliance

TO: State of Arkansas
Office of the Commissioner of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

FORM: See Form Schedule tab for a list of forms.

CERTIFICATION OF COMPLIANCE
Arkansas Rule and Regulation 19

I, J. Gregory Catron, an officer of Humana Insurance Company, hereby certify that I have authority to bind and obligate the company by the filing of this form. I further certify that, to the best of my knowledge, information and belief:

- (a) The accompanying form as identified above does comply with all applicable provisions of the Arkansas Rule and Regulation 19; and
- (b) The form does meet the Flesch reading ease test for a score of 40 for all applicable policies, certificates and certificate riders unless the Commissioner of Insurance of the State of Arkansas requires a lower score;



J. Gregory Catron
Vice President and Assistant General Counsel
Humana Insurance Company

October 13, 2010
Date

Individual responsible for this filing:

Wendy Jeffries
Contract Analyst
Product Compliance

Statement of Variability

- All numbers (excluding matrix element numbers) are variable. Numbers within a provision determined by the laws of the governing jurisdiction will be varied only within the confines of the law.
- Matrix elements may vary to the extent that such paragraphs may be included, omitted or transferred to another position to suit the needs of a particular policyholder subject to: (a) any statutory or regulatory requirements; and (b) the condition that the language and benefit be within the intent and framework of the particular provisions.
- Items which customarily vary according to the policyholder's specific plan of insurance.
- The Variable Options form includes benefit levels stated as "Level 1" and "Level 2". These terms may be replaced with terms that describe the provider and/or network arrangements appropriate to each plan.

We also reserve the right to amend the attached to fix any minor typographical errors we may have neglected to find prior to submitting for approval and amend the language to clarify the intent within the confines of the law.