

SERFF Tracking Number: ASWX-G128034472 State: Arkansas  
Filing Company: Time Insurance Company State Tracking Number:  
Company Tracking Number: G128034472  
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other  
Product Name: Time Insurance-Base Chassis  
Project Name/Number: Time Insurance-Base Chassis/AR00139FI00015

## Filing at a Glance

Company: Time Insurance Company

Product Name: Time Insurance-Base Chassis SERFF Tr Num: ASWX-G128034472 State: Arkansas

TOI: H16G Group Health - Major Medical SERFF Status: Closed-Approved State Tr Num:  
Sub-TOI: H16G.001C Any Size Group - Other Co Tr Num: G128034472 State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Donna Lambert

Author: SPI Disposition Date: 01/30/2012

AssurantHealthandEmployeeBenef

Date Submitted: 01/26/2012 Disposition Status: Approved

Implementation Date Requested: 02/23/2012

Implementation Date: 03/01/2012

State Filing Description:

## General Information

Project Name: Time Insurance-Base Chassis

Project Number: AR00139FI00015

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: SPI AssurantHealthandEmployeeBenef

PPACA: Not PPACA-Related

PPACA Notes: null

Filing Description:

Please see the attached cover letter.

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 01/30/2012

State Status Changed: 01/30/2012

Created By: SPI

AssurantHealthandEmployeeBenef

Corresponding Filing Tracking Number:

## Company and Contact

### Filing Contact Information

Christine Fleming, Senior Contract Compliance christine.fleming@assurant.com

Analyst

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501 W. Michigan St. 414-299-1306 [Phone] 1306 [Ext]  
 Milwaukee, WI 53203 414-299-6168 [FAX]

**Filing Company Information**

Time Insurance Company CoCode: 69477 State of Domicile: Wisconsin  
 501 W. Michigan St. Group Code: 19 Company Type:  
 Milwaukee, WI 53203 Group Name: State ID Number:  
 (800) 800-1212 ext. [Phone] FEIN Number: 39-0658730

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**Filing Fees**

Fee Required? No  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

| COMPANY                | AMOUNT  | DATE PROCESSED | TRANSACTION # |
|------------------------|---------|----------------|---------------|
| Time Insurance Company | \$0.00  | 01/26/2012     |               |
| Time Insurance Company | \$50.00 | 01/27/2012     | 55868080      |

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## Correspondence Summary

### Dispositions

| Status   | Created By    | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Donna Lambert | 01/30/2012 | 01/30/2012     |

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## **Disposition**

Disposition Date: 01/30/2012

Implementation Date: 03/01/2012

Status: Approved

HHS Status: HHS Approved

State Review: Not Reviewed

Comment:

Rate data does NOT apply to filing.

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| Schedule            | Schedule Item                                   | Schedule Item Status | Public Access |
|---------------------|---|----------------------|---------------|
| Supporting Document | Cover Letter, Forms List, Variability Statement | Approved             | Yes           |
| Supporting Document | Application                                     | Approved             | Yes           |
| Supporting Document | Flesch Certification                            | Approved             | Yes           |
| Supporting Document | PPACA Uniform Compliance Summary                | Approved             | Yes           |
| Form                | Specialty Pharmacy Revisions                    | Approved             | Yes           |

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## Form Schedule

**Lead Form Number: TIM.B465.AR**

| Schedule Item            | Form Number | Form Type   | Form Name                       | Action  | Action Specific Data | Readability | Attachment  |
|--------------------------|-------------|---|---------------------------------|---------|----------------------|-------------|---|
| Approved<br>01/30/2012 R | TIM.B465.A  | Certificate<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider | Specialty Pharmacy<br>Revisions | Initial |                      | 0.000       | TIM_B465_A<br>R IM<br>Specialty Rx<br>Amendments<br>- Variable<br>2011_12_29<br>(Final).PDF |

## Specialty Pharmacy Endorsement

**[FILER'S NOTE:**

*The added or replaced matrix provisions/paragraphs contained in this endorsement document will be used in one of two ways:*

- 1. The amended provisions/matrix paragraphs outlined herein will be incorporated directly into the forms referenced below, which were previously approved by the Department. This approach aids in the readability of the policy documents by removing deleted text and updating amended content to reflect current policy language, thereby eliminating ambiguity and providing ease in understanding the benefits to which the insured is entitled. The assigned filing numbers will not appear in the final, printed version of the form, but are included in the matrix filing for informational use and reference only. In addition, in this scenario, the bracketed "lead-in" and "closing" text will not need to print, nor will the instructional text that identifies where the language will be added, removed, or replaced/modified.*
- 2. This Specialty Pharmacy Endorsement (form TIM.B465.AR) will print and be issued as a separate document to be attached to the Certificate. In this scenario, the bracketed "lead-in" and "closing" text will print.]*

[The following provisions apply to the terms of the Certificate to which this endorsement is attached. In addition, any coverage in excess of that identified below that is required by applicable state law, or according to the Certificate terms that existed prior to this endorsement, remains in effect.]

### **CERTIFICATE OF MEDICAL INSURANCE FORM TIM.CER.AR AMENDMENTS:**

- *DEF: 021.001.GE is added to the general DEFINITIONS section:*

**[Allowance**

The initial amount to be paid by Us toward the cost of a covered Prescription Drug, dispensed by a [Participating Pharmacy,] [Specialty Pharmacy Provider] [or a] [Non-Participating Pharmacy]. [The Allowance is shown on [a Drug List] [the Benefit Summary].] [The difference in cost between the Allowance and the actual charge for the Prescription Drug must be paid by the Covered Person.]

[The Allowance does not count toward satisfying any Coinsurance, Copayment, Deductible or Out-of-Pocket Limit under the Outpatient Prescription Drug Benefits section [or any other section in this plan].]

DEF: 021.001.GE

- *DEF: 181.001.GE is added to the general DEFINITIONS section:*

**[Drug List**

The lists of Prescription Drugs that We designate as eligible for benefit consideration under this plan. There may be more than one Drug List, including but not limited to a separate list for Specialty Pharmaceuticals. The Drug Lists are subject to change at any time without notice.]

DEF: 181.001.GE

- *DEF: 255.002.GE is added to the general DEFINITIONS section:*

**[Health Care Provider Network**

The group of Health Care Practitioners, facilities and suppliers, identified by Us or the Network Manager for this plan, who have agreed to accept a Contracted Rate as payment in full for specific treatment, services or supplies, except for Specialty Pharmaceuticals. For Specialty Pharmaceuticals, only Specialty Pharmacy Providers identified by Us for this plan, who have agreed to accept a Contracted Rate as payment in full for specific Specialty Pharmaceuticals are considered members of the Health Care Provider Network. This list is subject to change at any time without notice.]

DEF: 255.002.GE

- *DEF: 370.002.GE is added to the general DEFINITIONS section:*

**[Negotiated Rate**

The amount negotiated between Us, or on behalf of Us, and the Health Care Practitioner, facility or supplier as total payment for the services or supplies provided, except for Specialty Pharmaceuticals, where it is the amount negotiated only between Us and the Health Care Practitioner, facility or supplier as total payment for the Specialty Pharmaceuticals. The Negotiated Rate may include any discount arrangement We may have with the Health Care Practitioner, facility or supplier.]

DEF: 370.002.GE

- *DEF: 385.002.GE is added to the general DEFINITIONS section:*

**[Non-Network Provider**

Any Health Care Practitioner, facility or supplier, not identified for this plan by Us or the Network Manager, as participating. When obtaining Specialty Pharmaceuticals, any provider not designated by Us as a Specialty Pharmacy Provider for the specific Specialty Pharmaceutical being dispensed is considered a Non-Network Provider.]

DEF: 385.002.GE

- *DEF: 390.002.GE is added to the general DEFINITIONS section:*

**[Non-Participating Provider**

Any Health Care Practitioner, facility or supplier, not identified for this plan by Us or the Network Manager, as participating. When obtaining Specialty Pharmaceuticals, any provider not designated by Us as a Specialty Pharmacy Provider for the specific Specialty Pharmaceutical being dispensed is considered a Non-Participating Provider.]

DEF: 390.002.GE

- *DEF: 410.001.001.GE is added to the general DEFINITIONS section:*

**[Out-of-Pocket Limit**

The Out-of-Pocket Limit is the sum of the Covered Charges for which We do not pay benefits [during a Benefit Period] [because of the [Coinsurance,] [or] [Deductible].] [When Covered Charges equal to the Out-of-Pocket Limit have been Incurred and processed by Us, the Out-of-Pocket Limit will be satisfied] [for the remainder of the [time period] [Plan Year] [Calendar Year] [Benefit Period] [shown in the Benefit Summary].] [The Out-of-Pocket Limit applies separately to each Covered Person, except as otherwise provided by this plan.]

The following do not count toward satisfying any Out-of-Pocket Limit:

- [1.] [All [Access Fees] [and] [Copayments] [and] [Deductibles].]
- [2.] [All penalties applied under the Utilization Review Provisions section.]
- [3.] [Amounts not paid by Us due to the difference between the [Non-Network] [Non-Participating] Provider benefit and the benefit that would have been paid had a [Network] [Participating] Provider been used.]
- [4.] [Amounts in excess of the Maximum Allowable Amount.]
- [5.] [Charges Incurred after the maximum amount has been paid for a benefit under this plan.]
- [6.] [All [Ancillary Charges,] [Ancillary Pharmacy Network Charges,] [Prescription Drug Coinsurance amounts,] [Prescription Drug Copayments,] [and] [Prescription Drug Deductibles].]
- [7.] [All charges for Specialty Pharmaceuticals obtained from a provider that is not a Specialty Pharmacy Provider.]

DEF: 410.001.001.GE

- *DEF: 426.001.GE is added to the general DEFINITIONS section:*

**[Pharmacy**

A licensed establishment where Prescription Drugs are dispensed by a licensed pharmacist in accordance with all applicable state and federal laws.]

DEF: 426.001.GE

- *DEF: 435.002.GE is added to the general DEFINITIONS section:*

**[Participating Provider**

Any Health Care Practitioner, facility or supplier that is:

1. identified for this plan by Us or the Network Manager, as participating; and
2. who has agreed to accept a Contracted Rate as payment in full for specific treatment, services or supplies, except that in the case of Specialty Pharmaceuticals only Specialty Pharmacy Providers are considered Participating Providers for purposes of this plan.

This list is subject to change at any time without notice. [The Health Care Provider Network may be made up of various levels of provider networks.]

DEF: 435.002.GE

- *DEF: 440.002.GE is added to the general DEFINITIONS section:*

#### **[Participating Provider Network**

The group of Participating Providers within the Health Care Provider Network, identified for this plan by [Us or] the Network Manager, who have agreed to accept a Contracted Rate as payment in full for specific treatment, services or supplies. For purposes of obtaining Specialty Pharmaceuticals, only Specialty Pharmacy Providers are considered members of the Participating Provider Network. This list is subject to change at any time without notice.]

DEF: 440.002.GE

- *DEF: 561.001.GE is added to the general DEFINITIONS section:*

#### **[Specialty Pharmaceuticals**

Drugs that are defined by Us in the Benefit Summary or in a Drug List as Specialty Pharmaceuticals. These types of Prescription Drugs may include:

- [1.] [Drugs used to treat rare or certain chronic diseases.]
- [2.] [Drugs that have a highly targeted, cellular mechanism of action.]
- [3.] [Drugs that may require [self-]injection or other parenteral or unique method of administration.]
- [4.] [Drugs that may require special administration and monitoring.]
- [5.] [Drugs that are regularly supplied by Specialty Pharmacy Providers.]

[If a Specialty Pharmaceutical Prescription Drug is covered under the Outpatient Prescription Drug Benefits section, is dispensed or administered at a Health Care Practitioner's office setting, and is not obtained through a Specialty Pharmacy Provider, the Covered Person may be billed for any applicable Ancillary Charge, Prescription Drug Coinsurance, Prescription Drug Copayment and Prescription Drug Deductible in addition to a Copayment under the Medical Benefits section for an Office Visit.]

DEF: 561.001.GE

- *DEF: 561.002.GE is added to the general DEFINITIONS section:*

#### **[Specialty Pharmacy Program**

Program(s) created and/or administered by Us or by one or more of Our Specialty Pharmacy Providers in order to effectively manage the distribution of Specialty Pharmaceuticals and treatment, services and supplies related to such drugs. These programs will include, but are not limited to, pre-authorization requirements, patient and pharmacy audits, ongoing review for continued Medical Necessity and supply limitations of [7-30] days for the first treatment under the program and [30-365] days for subsequent treatments, or as otherwise authorized by Us or Our designee.]

DEF: 561.002.GE

- *DEF: 561.003.GE is added to the general DEFINITIONS section:*

**[Specialty Pharmacy Provider**

A Pharmacy under contract with Us to distribute specific Specialty Pharmaceuticals to the Covered Person. A Pharmacy will only be considered a Specialty Pharmacy Provider when they are designated as such by Us for the specific Specialty Pharmaceutical being obtained. This list is subject to change at any time without notice.]

DEF: 561.003.GE

- *URP: 005.002.002.GE is added:*

**[[V.] [UTILIZATION REVIEW PROVISIONS]**

**[Utilization Review Process**

**THE COVERED PERSON MUST CALL THE TOLL FREE NUMBER GIVEN ON THE IDENTIFICATION (ID) CARD TO OBTAIN OUR AUTHORIZATION FOR THE SERVICES LISTED UNDER THE WHEN TO CALL PROVISION IN THIS SECTION. [BENEFITS WILL BE REDUCED AS DESCRIBED IN THE REDUCTION OF PAYMENT PROVISION IN THIS SECTION, IF A COVERED PERSON DOES NOT COMPLY WITH THIS UTILIZATION REVIEW PROCESS AND DOES NOT OBTAIN AUTHORIZATION.]**

**A REVIEW BY THE MEDICAL REVIEW MANAGER DOES NOT GUARANTEE THAT BENEFITS WILL BE PAID. PAYMENT OF BENEFITS WILL BE SUBJECT TO ALL THE TERMS, LIMITS AND CONDITIONS IN THIS CERTIFICATE.**

The review process must be repeated if treatment is received more than [30 days] after review by Our Medical Review Manager or if the type of treatment, admitting Health Care Practitioner or facility differs from what the Medical Review Manager authorized.

A determination by the Medical Review Manager does not alter, limit or restrict in any manner the attending Health Care Practitioner's ultimate patient care responsibility.]

**[Utilization Review Procedures**

To obtain authorization, the Covered Person must contact Our Medical Review Manager by calling the toll free number on the ID card. Please have all of the following information on hand before calling:

1. The certificate number for this plan.
2. The Health Care Practitioner's name and telephone number.
3. The service, procedure and diagnosis.
4. The proposed date of admission or date the service or procedure will be performed.
5. The facility's name and phone number.

The Medical Review Manager may review a proposed service or procedure to determine: Medical Necessity; whether it is a Cosmetic Service or an Experimental or Investigational Service; location of the treatment; and length of stay for an Inpatient confinement. [As part of the review process, the Medical Review Manager may require, at Our expense, a second opinion from a Health Care Practitioner recommended by the Medical Review Manager.]]

**[When to Call**

Contact the Medical Review Manager for authorization of the following services.

- [1.] **[Inpatient Confinements:]** [Call Us to obtain authorization for an admission to, or transfer between, [an Acute Behavioral Health Inpatient Facility,] an Acute Medical Facility, an Acute Medical Rehabilitation Facility, [a Behavioral Health Rehabilitation and Residential Facility,] a Subacute Rehabilitation Facility, a Hospice facility, a Skilled Nursing Facility or any other Inpatient confinement that will exceed 24 hours as follows:]
- [a.] [Non-Emergency Confinements: Call at least [7 business days] prior to an Inpatient admission for a non-emergency confinement that will exceed 24 hours in length.]
  - [b.] [Emergency Confinements: Call within [24 hours], or as soon as reasonably possible, after admission for an Emergency Confinement that will exceed 24 hours in length. The Covered Person must provide or make available to the Medical Review Manager the full details of the Emergency Confinement.]
  - [c.] [Maternity Confinements: If the Inpatient confinement exceeds [48 hours] following a normal, vaginal delivery or [96 hours] following a caesarean section delivery, the Covered Person must call prior to the end of the confinement, or as soon as reasonably possible. Any other Inpatient confinements that occur during a pregnancy must be authorized in accordance with the Non-Emergency Confinements and Emergency Confinements provisions above.]]
- [2.] **[Outpatient Procedures:** Call Us to obtain authorization for the following procedures that are performed as an Outpatient in an Acute Medical Facility, an Acute Medical Rehabilitation Facility, a Free- Standing Facility, a Subacute Rehabilitation Facility, an Urgent Care Facility or in a Health Care Practitioner's office. Call at least [7 business days] prior to receiving any non-emergency Outpatient services that are listed below. Call within [24 hours], or as soon as reasonably possible, after receiving the following Outpatient services for Emergency Treatment.]
- [a.] [Any surgical procedures.]
  - [b.] [Invasive cardiology services for diagnostic or therapeutic cardiac procedures, except cardiac catheterization and percutaneous transluminal coronary angioplasty (PTCA).]
  - [c.] [Invasive radiology services for diagnostic or interventional purposes.]
  - [d.] [Dialysis.]
  - [e.] [Radiation therapy.]
- [Authorization is not required for laboratory services, endoscopies and non-invasive Diagnostic Imaging services, such as x-rays, magnetic resonance imaging (MRI), computerized axial tomography (CAT scan), ultrasound or nuclear medicine scans.]]
- [3.] **[Outpatient Behavioral Health [or Substance Abuse] Services:** Call at least [7 business days] prior to receiving Outpatient services for Behavioral Health [or Substance Abuse] in an Intensive Outpatient Behavioral Health Program or a Partial Hospital and Day Treatment Behavioral Health Facility or Program.]
- [3.] **[Outpatient Substance Abuse Services:** Call at least [7 business days] prior to receiving Outpatient services for Substance Abuse in an Intensive Outpatient Behavioral Health Program or a Partial Hospital and Day Treatment Behavioral Health Facility or Program.]
- [4.] **[Transplants:** Call at least [7 business days] prior to any transplant evaluation, testing, preparative treatment or donor search.]
- [5.] **[Pharmaceuticals:** Call at least [7 business days] prior to obtaining any Specialty Pharmaceutical drug, or beginning a course of non-intravenous injectable drug therapy[, or] intravenous injectable parenteral drug therapy [or other Specialty Pharmaceutical drug therapy] including, but not limited to, chemotherapy. Authorization is not required for insulin injections.]
- [6.] **[Physical Medicine:** Call at least [7 business days] prior to beginning a course of treatment if the anticipated course of treatment will exceed [12 visits] or will last longer than [30 days].]
- [7.] **[Infertility:** Call at least [7 business days] prior to beginning treatment.]

[8.] **[Durable Medical Equipment and Personal Medical Equipment:** Call at least [7 business days] prior to the purchase or rental of Durable Medical Equipment and Personal Medical Equipment with a purchase price in excess of [\$500].]

[9.] **[Home Health Care:** Call at least [7 business days] prior to beginning Home Health Care.]

#### **[Continued Stay Review**

We may request additional clinical information during an Inpatient confinement. Failure of the Health Care Practitioner or facility to provide the requested information will result in non-authorization of continued Inpatient confinement. No benefits will be considered until the additional information is received by Us.

No benefits will be paid for the days of Inpatient confinement beyond the originally scheduled discharge date if the continued stay would not have been authorized by the Medical Review Manager based on review of the additional information provided.]

#### **[Reduction of Payment**

The effect of noncompliance with the utilization review process is:

[1.] No benefits will be paid under this plan for any transplant services that are not authorized by the Medical Review Manager prior to transplant evaluation, testing, preparative treatment or donor search [when services are provided by a [non-Designated Transplant Provider] [[Non-Network][Non-Participating] Provider]].

[[2.] Benefits will [not be paid][be reduced by [10-100%]] for any Specialty Pharmaceuticals that are not authorized by the Medical Review Manager.]

[3.] [If authorization is not obtained for the Covered Person's course of treatment for the other services listed in the When to Call provision above, benefits will be reduced for otherwise Covered Charges by [XX%] but by no more than [\$XXXXX] per course of treatment [when services are provided by a [[Network][Participating] Provider] [or] [[Non-Network][Non-Participating] Provider]], if any of the following occur:

- a. The Covered Person does not contact the Medical Review Manager within the required time frame.
- b. The type of treatment, admitting Health Care Practitioner or facility differs from what was authorized by the Medical Review Manager.
- c. The treatment is Incurred more than [30 days] after review by the Medical Review Manager.]

The reduced amount, or any portion thereof, under this section will not count toward satisfying any Access Fee, Coinsurance, Copayment, Deductible or Out-of-Pocket Limit.]]

URP: 005.002.002.GE

- **PAR: 005.013.001.GE is added:**

[[VI.] [[PROVIDER CHARGES] [AND] [MAXIMUM ALLOWABLE AMOUNT] PROVISIONS]

[YOU [AND YOUR COVERED DEPENDENTS] ARE FREE TO USE ANY PROVIDER YOU [AND YOUR COVERED DEPENDENTS] CHOOSE. IT IS THE COVERED PERSON'S RESPONSIBILITY TO DETERMINE IF A PROVIDER IS A [NETWORK PROVIDER,] [PARTICIPATING PROVIDER,] [[SELECT] PARTICIPATING PROVIDER,] [OR] [DESIGNATED SPECIALTY PROVIDER] OR A [NON-NETWORK] [NON-PARTICIPATING] PROVIDER BEFORE ANY SERVICES ARE RENDERED.

PLEASE SEE THE BENEFIT SUMMARY FOR SPECIFIC BENEFIT LEVELS [THAT APPLY TO EACH TYPE OF PROVIDER].]

[[NON-NETWORK] [NON-PARTICIPATING] PROVIDERS MAY BILL MORE THAN WE DETERMINE TO BE A MAXIMUM ALLOWABLE AMOUNT AND THE COVERED PERSON IS RESPONSIBLE FOR PAYMENT OF ANY AMOUNT BILLED ABOVE THE MAXIMUM ALLOWABLE AMOUNT. [THE COVERED PERSON IS NOT RESPONSIBLE FOR PAYMENT OF AMOUNTS BILLED BY A [NETWORK PROVIDER] [PARTICIPATING PROVIDER] [PROVIDER] IN EXCESS OF THE MAXIMUM ALLOWABLE AMOUNT FOR COVERED CHARGES RECEIVED WITHIN THE COVERED PERSON'S NETWORK.]]

**[Payment of [Network] [Participating] Provider Benefits**

[A Covered Person may receive a higher benefit level for Covered Charges received from a Participating Provider. The [Network] [Participating] Provider benefit levels are shown in the Benefit Summary.] [A higher benefit level may also be obtained by using a [[Select] Participating Provider] [or Designated Specialty Provider]. [Network services and supplies for which We have a Contracted Rate are not subject to Maximum Allowable Amount reductions.]

Using a [Network] [Participating] Provider is not a guarantee of coverage. All other requirements of this plan must be met for Covered Charges to be considered for payment. [Deductibles may vary based on whether the provider is a [Participating Provider,] [[Select] Participating Provider,] [or] [Designated Specialty Provider].] [Covered Charges can accrue only to one Deductible at a time, based on the provider's benefit level.]

It is the Covered Person's responsibility to verify a provider's status within the [Health Care Provider Network] [Participating Provider Network] at the time of service to ensure the [Network] [Participating] Provider benefit is received. [Information on [Network] [Participating] Providers will be made available to You.] If You [or Your Covered Dependents] are having trouble locating a [Network] [Participating] Provider, please call the network's phone number on the directory website or on Your identification (ID) card for assistance.

The Covered Person's benefits may also be affected based on the following factors:

- [1.] [Providers and/or networks may join or leave the [Health Care Provider Network] [Participating Provider Network] from time to time. The Covered Person is responsible for verifying the participation status of a provider at the time of service. Prior to treatment, the Covered Person should call the Network Manager to verify whether a provider's participation in the network has terminated.]
- [2.] [If the Covered Person Incurs Covered Charges after a [Network] [Participating] Provider's participation in the [Health Care Provider Network] [Participating Provider Network] has terminated, Covered Charges will be processed at the [Non-Network] [Non-Participating] Provider benefit level.]
- [3.] [We will pay Covered Charges at the [Network] [Participating] Provider benefit level under certain circumstances, such as if the Covered Person begins treatment with the [Network] [Participating] Provider prior to the provider's date of termination as a [Network] [Participating] Provider.]

- [4.] [If the Covered Person Incurs Covered Charges after a [Network] [Participating] Provider's status within the [Health Care Provider Network] [Participating Provider Network] has changed, Covered Charges will be processed according to the participation level of the [Network] [Participating] Provider as of the date the service or supply is received.]]

**[Maximum Allowable Amounts for [Network] [Participating] Providers**

For goods and services provided by a [Network] [Participating] Provider, facility or supplier, the Maximum Allowable Amount is the lesser of billed charges or the Contracted Rate. A Covered Person is not responsible for payment of amounts billed by a [Network] [Participating] Provider in excess of the Maximum Allowable Amount for Covered Charges received within the Covered Person's network.]

**[Payment of [Non-Network] [Non-Participating] Provider Benefits**

Covered Charges for treatment, services and supplies received from [Non-Network] [Non-Participating] Providers are generally paid at a lower level than [Network] [Participating] Provider benefits and are subject to satisfaction of the [[Non-Network] [Non-Participating] Provider] Deductible [as well as any Maximum Allowable Amount reductions].]

**[Maximum Allowable Amounts for [[Non-Network] [Non-Participating]] Providers**

Providers who have not established a [Contracted Rate] [or] [Negotiated Rate] with Us [or Our Network Manager], or in the case of Specialty Pharmaceuticals, providers who are not Specialty Pharmacy Providers, may charge more than We determine to be a Maximum Allowable Amount for covered services and supplies. If You [or Your Covered Dependents] choose to obtain covered services or supplies from such a provider, Covered Charges will be limited to what We determine to be the Maximum Allowable Amount. A Covered Person may be billed by the [[Non-Network] [Non-Participating]] Provider for the portion of the bill We do not cover, in addition to any other applicable fees including, but not limited to, any Coinsurance, Copayment and Deductible.]

[For goods and services, other than Specialty Pharmaceuticals, provided by a [Non-Network] [Non-Participating] Provider, facility or supplier including, but not limited to, professional, Inpatient and Outpatient claims, the Maximum Allowable Amount is the lesser of:

- [1.] Billed charges; or
- [2.] The Negotiated Rate; or
- [3.] If a Negotiated Rate is not available, in accordance with [the] [lesser of] [greater of] [average of] [weighted average of] [median of] [one or more of] the following methodologies:

PAR: 005.013.001.GE

- ***PAR: 005.025.GE is added to the PROVIDER CHARGES AND MAXIMUM ALLOWABLE AMOUNT PROVISIONS section:***

[For Specialty Pharmaceuticals that are not obtained through or supplied by a Specialty Pharmacy Provider, the Maximum Allowable Amount is [determined in accordance with one of the following methodologies][the lesser of]:

- [a.] [Our lowest contracted rate with a Specialty Pharmacy Provider;]
- [b.] [the amount allowed by Medicare; or]
- [c.] [[20-100%] of the Average Wholesale Price].]

PAR: 005.025.GE

- *MED: 206.001.GE is added to the MEDICAL BENEFITS section:*

**[Specialty Pharmaceutical Drugs**

Specialty Pharmaceuticals [obtained from a Specialty Pharmacy Provider and ]identified on Our Drug List, including but not limited to intravenous and non-intravenous injectable parenteral drugs. [For insulin injection benefits, see the Outpatient Prescription Drug Benefits section.] Charges for Specialty Pharmaceuticals obtained from a [Non-Participating][Non-Network] [provider that is not a Specialty Pharmacy ]Provider [are not covered and ]will not accrue to any Out-of-Pocket Limit. [After satisfaction of any Out-of-Pocket Limit for other Covered Charges, [Plan] [Specialty Pharmaceutical Drugs] Coinsurance will still apply to all charges for Specialty Pharmaceutical Drugs obtained from a provider that is not a Specialty Pharmacy Provider.] To be covered under this plan, Specialty Pharmaceuticals must be authorized by Us in accordance with the Utilization Review Provisions and Our Specialty Pharmacy Program.]]

MED: 206.001.GE

- *RXP: 005.002.003.AR is added:*

**[[VIII.] [OUTPATIENT PRESCRIPTION DRUG BENEFITS]**

**[ONLY THE PRESCRIPTION DRUGS LISTED AS OUTPATIENT PRESCRIPTION DRUG BENEFITS IN THIS SECTION OF THE PLAN WILL BE CONSIDERED COVERED CHARGES. HOW COVERED CHARGES ARE PAID AND THE MAXIMUM BENEFIT FOR THE COVERED PRESCRIPTION DRUGS LISTED IN THIS SECTION ARE SHOWN IN THE BENEFIT SUMMARY. REFER TO THE EXCLUSIONS SECTION OF THE PLAN FOR DRUGS, MEDICATIONS AND SUPPLIES THAT ARE NOT COVERED UNDER THIS PLAN.**

**[THE COVERED PERSON MUST FOLLOW THE UTILIZATION REVIEW PROVISIONS SECTION [AND USE THE PARTICIPATING PHARMACY NETWORK] [OR SPECIALTY PHARMACY NETWORK] TO RECEIVE THE MAXIMUM BENEFITS AVAILABLE UNDER THIS PLAN.]**

**[PRIOR AUTHORIZATION MAY BE REQUIRED FOR CERTAIN PRESCRIPTION DRUGS BEFORE THEY ARE CONSIDERED FOR COVERAGE UNDER THE OUTPATIENT PRESCRIPTION DRUG BENEFITS SECTION. PLEASE ACCESS THE WEBSITE LISTED ON THE BACK OF THE IDENTIFICATION (ID) CARD TO RECEIVE INFORMATION ON WHICH PRESCRIPTION DRUGS REQUIRE PRIOR AUTHORIZATION, TO CHECK PRESCRIPTION DRUG COVERAGE AND PRICING OR TO LOCATE A PARTICIPATING PHARMACY.] ]**

[After the Covered Person has paid any [Ancillary Charge,] [Ancillary Pharmacy Network Charge,] [Coinsurance,] [Copayment,] [Deductible] or any other applicable fees, benefits will be paid by Us for Covered Charges for Outpatient Prescription Drugs listed in this section of the plan. Any applicable [Coinsurance,] [Copayment,] [Deductible] or other fees [and the Prescription Drug Class] [and] [time period] [Plan Year] [Calendar Year] [Benefit Period] [to which they apply] are shown in the Benefit Summary. Benefits paid under this section will be applied to the Maximum Lifetime Benefit and are also subject to any other maximum benefit for Prescription Drugs provided under this plan. Benefits are subject to all the terms, limits and conditions in this plan.]

[Any [Ancillary Charge] [or] [any Ancillary Pharmacy Network Charge] under this section will not count toward satisfying any [Access Fee,] [Coinsurance,] [Copayment,] [Deductible] [or] [Out-of-Pocket Limit] under the medical section or any other section in this plan.]

[After the Covered Person has paid any [Ancillary Charge,] [and] [or] [Ancillary Pharmacy Network Charge,] [and] [or] [Prescription Drug Coinsurance,] [and] [or] [Prescription Drug Copayment,] [and] [or] [Prescription Drug Deductible] or any other applicable fees, benefits will be paid by Us for Covered Charges for Outpatient Prescription Drugs listed in this section of the plan.] [Any applicable [Prescription Drug Coinsurance,] [and] [or] [Prescription Drug Copayment,] [and] [or] [Prescription Drug Deductible] or other fees [and the Prescription Drug Class] [and] [time period] [Plan Year] [Calendar Year] [Benefit Period] [to which they apply] are shown in the Benefit Summary.] [Benefits paid under this section will be applied to the Maximum Lifetime Benefit and are also subject to any other maximum benefit for Prescription Drugs provided under this plan. Benefits are subject to all the terms, limits and conditions in this plan.]]

[Any [Ancillary Charge,] [and] [or] [Ancillary Pharmacy Network Charge,] [and] [or] [Prescription Drug Coinsurance,] [and] [or] [Prescription Drug Copayment,] [and] [or] [Prescription Drug Deductible,] under this section will not count toward satisfying any [Access Fee,] [and] [or] [Coinsurance,] [and] [or] [Copayment,] [and] [or] [Deductible] [and] [or] [Out-of-Pocket Limit] under the medical section or any other section in this plan.]

[Unless a Prescription Drug is specifically listed as a Covered Charge in the Medical Benefits section, all Prescription Drugs that are received on an Outpatient basis are considered for benefits under the Outpatient Prescription Drug Benefits section.] [Any amount in excess of the maximum amount provided under this section is not covered under any other section of this plan.] [Expenses Incurred under this section do [not] apply toward any Out-of-Pocket Limits under any other section of this plan.]

[A Prescription Drug must be dispensed through a [Participating Pharmacy] [or Specialty Pharmacy Provider] to receive benefits.] [Certain Prescription Drugs may be covered under this plan only if they are dispensed through a Specialty Pharmacy Provider.] [These limitations will be shown in the Benefit Summary.]

[This plan provides benefits only for the following Covered Charges for [Prescription] [Generic] Drugs that are received on an Outpatient basis [and dispensed through a] [Participating Pharmacy] [or Specialty Pharmacy Provider] [as shown in the Benefit Summary]:

- [1.] [[Prescription] [Generic] Drugs that are fully approved by the U.S. Food and Drug Administration (FDA) for marketing in the United States and can be obtained only with a Prescription Order from a Health Care Practitioner.]
- [2.] [[Prescription] [Generic] Drugs that are listed in Our Drug List.]
- [3.] [[Up to a] [15 consecutive day] supply for each Prescription Order, unless restricted to a lesser amount by the Prescription Order, the manufacturers' packaging or any limitations in this plan. We will pay [up to a] [90 consecutive day] supply for each Prescription Order for Prescription Maintenance Drugs, unless restricted to a lesser amount by the Prescription Order, the manufacturer's packaging, additional dispensing limitations or other limitations in this plan.]]
- [4.] [[Up to] [3 vials] [or] [up to a] [15 consecutive day] supply of one type of self-injectable insulin for each Prescription Order[, whichever is less]. ]
- [5.] [[Up to] [100] disposable insulin syringes and needles[, up to] [100] disposable blood/urine/glucose/acetone testing agents[, or] [up to] [100] lancets[, or] [up to a] [15 consecutive day] supply for each Prescription Order[, whichever is less]. ]
- [6.] [Prescription Maintenance Drugs that are dispensed through a Mail Service Prescription Drug Vendor. We will pay for the following:

- [a.] [Up to] [9 vials] [or] [up to a] [90 consecutive day] supply of one type of self-injectable insulin for each Prescription Order[, whichever is less].]
  - [b.] [Up to] [300] disposable insulin syringes and needles [or] [up to] [300] disposable blood/urine/glucose/acetone testing agents [or] [up to] [300] lancets[, or] [up to a] [90 consecutive day] supply for each Prescription Order[, whichever is less].]
  - [c.] [Up to a] [90 consecutive day] supply for each Prescription Order for Prescription Maintenance Drugs, unless restricted to a lesser amount by the Prescription Order, the manufacturer's packaging, additional dispensing limitations or other limitations in this plan.]]
- [7.] [[Prescription] [Generic] Drugs, in dosages, dosage forms, dosage regimens and durations of treatment that are Medically Necessary for the treatment of a Sickness or an Injury that is covered under this plan.]
  - [8.] [[Prescription] [Generic] Drugs that are within the quantity, supply, cost-sharing or other limits that We determine are appropriate for a [Prescription] [Generic] Drug [or within a Therapeutic Class based on the Prescription Drug Class].]
  - [9.] [[Prescription] [Generic] Drugs and [Prescription] [Generic] Drug products if all active ingredients are covered under this plan.]
  - [10.] [[Prescription] [Generic] Drugs used for Outpatient treatment of [Behavioral Health] [or] [Substance Abuse].]
  - [11.] [[Prescription] [Generic] Drugs used for contraception that are oral contraceptives, contraceptive patches, contraceptive vaginal rings, injectable contraceptive implants or diaphragms. ]
  - [12.] [Specialty Pharmaceuticals that are authorized by Us to be paid under the Outpatient Prescription Drug Benefits section [and are obtained through a [Participating Pharmacy] [or] [Specialty Pharmacy Provider].]

**[Manufacturer's Packaging Limits**

Some Prescription Drugs [or Therapeutic Classes of drugs] may be subject to additional supply, quantity, duration, gender, age, lifetime, cost sharing or other limits based on the manufacturer's packaging, plan limits or the Prescription Order. Examples of these situations are:

- [1.] [If a Prescription Drug is taken on an as-needed basis, only enough medication for a single episode of care may be covered per [Prescription Drug] [Copayment] [dispensation][; and][; or]
- [2.] [If two or more covered Prescription Drug products are packaged and/or manufactured together, the Covered Person may be required to pay a [Prescription Drug] [Copayment][,] [and] [or] [Prescription Drug] [Coinsurance][,] [and] [or] [Prescription Drug] [Deductible] amount for each of the Prescription Drug products contained in the packaging and/or in the combination Prescription Drug product][; or]
- [3.] [If two or more Prescription Drug products are packaged and/or manufactured together and one or more of the active ingredients in the products are not covered, then the entire packaged and/or manufactured combination product is not covered under this plan.]

[Any Prescription Drug which is a metabolite, isomer, extended release or other dosage form, unique salt or other formulation, or other direct or indirect derivative of a Prescription Drug approved by the FDA may be subject to similar terms, limits and conditions of coverage or will not be covered by this plan if the original drug would not be covered.]]

## **PAYMENT OF BENEFITS**

### **[Participating Pharmacy**

Present the identification (ID) card to the Participating Pharmacy to obtain benefits. The Covered Person must pay any applicable [Coinsurance] [and] [Deductibles] [under the Medical Benefits section,] [and] [Ancillary Charge,] [Prescription Drug] [Coinsurance,] [Prescription Drug] [Copayment] [and] [or] [Prescription Drug] [Deductible] to the Participating Pharmacy. The following additional cost sharing provisions apply to covered Outpatient Prescription Drugs purchased at a Participating Pharmacy when the ID card is used to obtain benefits:

- [1.] [When a covered Generic Drug is available and that Generic Drug is received, the Covered Person pays the [Prescription Drug] [Copayment][,] [and] [or] [Prescription Drug] [Deductible][,] [and] [or] [Prescription Drug] [Coinsurance][,] [and] [or] [Contracted Rate] for that Generic Drug as shown in the [Benefit Summary] [Drug List].]
- [2.] [When a Generic Drug is not available and a Brand Name Drug is received, the Covered Person pays the [Prescription Drug] [Copayment][,] [and] [or] [Prescription Drug] [Deductible][,] [and] [or] [Prescription Drug] [Coinsurance][,] [and] [or] [Contracted Rate] for that Brand Name Drug as shown in the [Benefit Summary] [Drug List].]
- [3.] [If a Brand Name Drug is received when a Generic Drug is available, the Covered Person pays the [Prescription Drug] [Copayment][,] [and] [or] [Prescription Drug] [Deductible][,] [and] [or] [Prescription Drug] [Coinsurance][,] [and] [or] [Contracted Rate] for that Brand Name Drug, as shown in the [Benefit Summary] [Drug List], plus the difference in the Contracted Rate between the cost of the Brand Name Drug and the Generic Drug. The difference in the Contracted Rate between the two drugs will not be reimbursed by Us nor does it count toward satisfying any Coinsurance, Deductible or other Out-of-Pocket Limit under the Outpatient Prescription Drug Benefits section [or the Medical Benefits section].]
- [4.] [When a covered Prescription Drug is available under two or more names, dosages, dosage forms, dosage regimens or manufacturers' packaging [or when more than one covered Prescription Drug may be used to treat a condition that would be covered under this plan,] We will consider benefits only for the most cost effective drug, dosage form or packaging that would be a Covered Charge under this plan and that will produce a professionally adequate result.]

If the Covered Person does not use the ID card to obtain Prescription Drugs at a Participating Pharmacy, the Covered Person must pay for the Prescription Drugs in full at the Participating Pharmacy. To receive reimbursement for Covered Charges, the Covered Person must file a claim with Us as explained in the How To File A Claim provision in this section. [The Covered Person will be reimbursed at the Contracted Rate that would have been paid to a Participating Pharmacy for the cost of the covered Prescription Drug minus any applicable [Ancillary Charge,] [Ancillary Pharmacy Network Charge,] [Prescription Drug] [Coinsurance] amount,] [Prescription Drug] [Copayment,] [and/or] [Prescription Drug] [Deductible].] [The Covered Person will be reimbursed up to the Allowance for the cost of the covered Prescription

Drug.] [Any [Ancillary Charge,] [Ancillary Pharmacy Network Charge,] [Prescription Drug] [Coinsurance] amount,] [Prescription Drug] [Copayment,] [Prescription Drug] [Deductible] [and/or] any amounts not paid by Us due to the difference between the billed amount for the Prescription Drug and Our benefit payment do not count toward satisfying any [Access Fee,] [Coinsurance,] [Copayment,] [Deductible] [or] [Out-of-Pocket Limit] under the medical portion [or the Outpatient Prescription Drug Benefits section] of this plan.]]

### **[Specialty Pharmacy Provider**

A Covered Person must obtain authorization from Us before a Specialty Pharmaceutical is considered for possible coverage[, as outlined in the Utilization Review Provisions section][and Our Specialty Pharmacy Program]. If the Specialty Pharmaceutical is authorized, We will advise the Covered Person how the Specialty Pharmaceutical can be obtained from a Specialty Pharmacy Provider and how to file a claim with Us. [Charges for Specialty Pharmaceuticals obtained from a provider that is not a Specialty Pharmacy Provider will not [be covered and will not ]accrue to any Out-of-Pocket Limit.] [Specialty Pharmaceuticals that have not been authorized by Us in accordance with the Utilization Review Provisions and Our Specialty Pharmacy Program will not be covered.]]

### **[Non-Participating Pharmacy**

When the Covered Person has prescriptions filled at a Non-Participating Pharmacy, the Covered Person must pay for the Prescription Drug in full at the Non-Participating Pharmacy. To receive reimbursement for Covered Charges, the Covered Person must file a claim with Us as explained in the How To File A Claim provision in this section. [The Covered Person will be reimbursed at the Contracted Rate that would have been paid to a Participating Pharmacy [or Specialty Pharmacy Provider] for the cost of the covered Prescription Drug minus any applicable [Ancillary Charge,] [Ancillary Pharmacy Network Charge,] [Prescription Drug] [Coinsurance,] [Prescription Drug] [Copayment] [and/or] [Prescription Drug] [Deductible.]] [The Covered Person will be reimbursed up to the Allowance amount for the cost of the covered Prescription Drug.] [Any [Ancillary Charge,] [Prescription Drug] [Coinsurance,] [Prescription Drug] [Copayment,] [Prescription Drug] [Deductible,] [and/or] any amounts not paid by Us due to the difference between the billed amount for the Prescription Drug and Our benefit payment do not count toward satisfying any [Access Fee,] [Coinsurance,] [Copayment,] [Deductible] [or] [Out-of-Pocket Limit] under the medical portion of this plan.]]

RXP: 005.002.003.AR

- *EXC: 031.001.GE is added to the general EXCLUSIONS section:*

[6.] [Charges for particular treatment, services, supplies or drugs that are billed by a [Non-Participating Provider] [Non-Network Provider][provider] that waives the Covered Person's payment obligation of any Copayment, Coinsurance and/or Deductible amounts for such treatment, services, supplies or drugs, except as provided for under contract or agreement with Us.]

EXC: 031.001.GE

- *EXC: 296.001.GE is added to the general EXCLUSIONS section:*

[58.] [Charges for treatment, services, supplies or drugs provided by or through any employer of a Covered Person or the employer of a Covered Person's family member. For purposes of this exclusion, "employer" includes but is not limited to any corporation, partnership, sole-proprietorship, self-employment, or similar business arrangement, regardless of whether any such arrangement is a for-profit or not-for-profit employer;] [Charges for treatment, services, supplies or drugs provided by or through any entity in which a Covered Person or their family member

receives, or is entitled to receive, any direct or indirect financial benefit, including but not limited to an ownership interest in any such entity. For purposes of this exclusion, "entity" includes but is not limited to any corporation, organization, partnership, sole-proprietorship, self-employment, or similar business arrangement, regardless of whether any such arrangement is a for-profit or not-for-profit employer.]

EXC: 296.001.GE

- **EXC: 476.001.GE is added to the drug EXCLUSIONS section:**

[29.] [Charges for treatment, services, supplies or drugs provided by or through any employer of a Covered Person or the employer of a Covered Person’s family member. For purposes of this exclusion, "employer" includes but is not limited to any corporation, partnership, sole-proprietorship, self-employment, or similar business arrangement, regardless of whether any such arrangement is a for-profit or not-for-profit employer;] [Charges for treatment, services, supplies or drugs provided by or through any entity in which a Covered Person or their family member receives, or is entitled to receive, any direct or indirect financial benefit, including but not limited to an ownership interest in any such entity. For purposes of this exclusion, "entity" includes but is not limited to any corporation, organization, partnership, sole-proprietorship, self-employment, or similar business arrangement, regardless of whether any such arrangement is a for-profit or not-for-profit employer.]

EXC: 476.001.GE

**BENEFIT SUMMARY FORM TIM.BNC.AR AMENDMENTS:**

- **BEN: 015.001.002.GE is replaced with BEN: 015.001.003.GE:**

|  |  |   |   |
|--|--|---|---|
| <b>[Plan] Coinsurance [and] [[Total] [Plan] Out-of-Pocket Limits]</b>  |  |   |   |
| [The Coinsurance is listed below unless specified elsewhere in the Benefit Summary]  |  |   |   |
| [Once the [Total] Out-of-Pocket limit is met the plan pays at [100%][unless otherwise specified]]  |  |   |   |
| [The Out-of-Pocket maximums for [Select Participating Providers,] [Select Network,] [Participating Providers,] [Network Provider] [and] [[Non-Participating] [Non-Network] Providers] are calculated separately. [For example,] Amounts credited toward Your [Participating][Network] Provider Out-of-Pocket maximum will [not] be credited toward Your Non-Participating Provider[Non-Network] Out-of-Pocket maximum, and amounts credited toward Your [Non-Participating] [Non-Network] Provider Out-of-Pocket maximum will [not] be credited toward Your [Participating] [Network] Provider Out-of-Pocket maximum.] |  |   |   |
| [All Out-of-Pocket Limits are calculated separately. Applicable Out-of-Pocket Limits must be satisfied prior to any payment of Covered Charges. [Out-of-Pocket Limits do not include Deductible.]  |  |   |   |
| [[Coinsurance] [and] [Out-of--Pocket Limits] may apply to specific types of services. Please review the Benefit Summary for additional [Coinsurance] [and] [Out-of--Pocket Limits] information.]   |  |   |   |
| [Any applicable Prescription Drug Deductible, Coinsurance, Copayment [or Ancillary Charge] are calculated separately from the Plan Out-of-Pocket and do not count toward the plan Out-of-Pocket.]  |  |   |   |
| [Charges for Specialty Pharmaceuticals obtained from a provider other than a Specialty Pharmacy Provider will not count toward any Out-of-Pocket Limit.]   |  |   |   |
|  | <b>[[Select] Participating Provider [Benefits]/ [Select] Network]]</b> | <b>[Participating Provider [Benefits]/ Network Provider [Benefits]]</b> | <b>[Non-[Select] Participating Provider [Benefits]/ Non-Participating Provider [Benefits]/ Non-Network Provider</b> |

|   |  |  | <b>[Benefits]</b>  |
|---|--|--|--|
| [Tier [1]] [*]<br>[Plan] [Coinsurance]  | [[0% - 100%] [until the [Plan] [Tier [1]] Out-of-Pocket Limits are satisfied; [then Tier [2];] [100% thereafter.]]     | [[0% - 100%] [until the [Plan] [Tier [1]] Out-of-Pocket Limits are satisfied; [then Tier [2];] [100% thereafter.]]     | [[0% - 100%] [until the [Plan] [Tier [1]] Out-of-Pocket Limits are satisfied; [then Tier [2];] [100% thereafter.]]     |
| [Tier [1]][*]<br>[Out-of-Pocket Limit] [each [Calendar Year] [Benefit Period] [Time Period] [Plan Year] [Individual]][*]<br><br>[Family][*] | <br>[\$0 - \$75,000 / Not applicable]<br><br>[\$0 - \$150,000 / Not applicable]  | <br>[\$0 - \$75,000 / Not applicable]<br><br>[\$0 - \$150,000 / Not applicable]  | <br>[\$0 - \$75,000 / an additional \$0 - \$50,000]<br><br>[\$0 - \$150,000 / an additional \$0 - \$100,000]           |
| [Tier [2]][*]<br>[Plan] [Coinsurance]   | [[0% - 100%] [until the [Plan] [Tier [2]] Out-of-Pocket Limits are satisfied; [then Tier [X];] [100% thereafter.]]     | [[0% - 100%] [until the [Plan] [Tier [2]] Out-of-Pocket Limits are satisfied; [then Tier [X];] [100% thereafter.]]     | [[0% - 100%] [until the [Plan] [Tier [2]] Out-of-Pocket Limits are satisfied; [then Tier [X];] [100% thereafter.]]     |
| [Tier [2]][*]<br>[Out-of-Pocket Limit] [each [Calendar Year] [Benefit Period] [Time Period] [Plan Year] [Individual]][*]<br><br>[Family][*] | <br>[\$0 - \$75,000 / Not applicable]<br><br>[\$0 - \$150,000 / Not applicable]  | <br>[\$0 - \$75,000 / Not applicable]<br><br>[\$0 - \$150,000 / Not applicable]  | <br>[\$0 - \$75,000 / an additional \$0 - \$50,000]<br><br>[\$0 - \$150,000 / an additional \$0 - \$100,000]           |
| [Tier [X]][*]<br>[Plan][Coinsurance]  | [[0% - 100%] [until the [Plan] [Tier [X]] Out-of-Pocket Limits are satisfied; [then Tier [X + 1];] [100% thereafter.]] | [[0% - 100%] [until the [Plan] [Tier [X]] Out-of-Pocket Limits are satisfied; [then Tier [X + 1];] [100% thereafter.]] | [[0% - 100%] [until the [Plan] [Tier [X]] Out-of-Pocket Limits are satisfied; [then Tier [X + 1];] [100% thereafter.]] |
| [Tier [X]][*]<br>[Out-of-Pocket Limit] [each [Calendar Year] [Benefit Period] [Time Period] [Plan Year] [Individual]][*]<br><br>[Family][*] | <br>[\$0 - \$75,000 / Not applicable]<br><br>[\$0 - \$150,000 / Not applicable]  | <br>[\$0 - \$75,000 / Not applicable]<br><br>[\$0 - \$150,000 / Not applicable]  | <br>[\$0 - \$75,000 / an additional \$0 - \$50,000]<br><br>[\$0 - \$150,000 / an additional \$0 - \$100,000]           |

|  |                                    |                                    |   |
|--|------------------------------------|------------------------------------|---|
| [Total] [Plan] [Out-of-Pocket (OOP) Limits][*]   |                                    |                                    |   |
| [Individual Out-of-Pocket Limit each [Calendar Year] [Plan Year][Benefit Period][*]  | [\$0 - \$100,000 / Not applicable] | [\$0 - \$100,000 / Not applicable] | [\$0 - \$100,000 / an additional \$0 - \$50,000]  |
| [Common] [Family Out-of-Pocket Limit each [Calendar Year] [Plan Year][Benefit Period][*]   | [\$0 - \$250,000 / Not applicable] | [\$0 - \$250,000 / Not applicable] | [\$0 - \$250,000 / an additional \$0 - \$100,000] |
| [Total][Out-of-Pocket (OOP) Limits each [Calendar Year] [Plan Year][*]   |                                    |                                    | [\$0 - \$250,000]                                 |
| [[All Out-of-Pocket Limits are calculated separately.] [Applicable Out-of-Pocket Limits must be satisfied prior to any payment of Covered Charges.] [Out-of-Pocket Limits do not include Deductible.] [Amounts may be credited to Your Out-of-Pocket Limits based on the Deductible [Credit] [and] [or] [Reward] [and] [or] [Multi Year Deductible] Program.]] |                                    |                                    |   |

[\* We may adjust this amount periodically to ensure that it is not less than the [minimum] [maximum] amount permitted by federal law.]  
 BEN: 015.001.003.GE

- *BEN: 196.001.GE is added:*

|   |  |   |
|---|--|---|
| <b>[Specialty Pharmaceutical Drugs:]</b>  |  |   |
| [Subject to [Plan] [Integrated] Deductible [and] [Plan] [Specialty Pharmaceutical Drugs] [Coinsurance].] [Charges for Specialty Pharmaceuticals obtained from a provider other than a Specialty Pharmacy Provider [are not covered and] will not count toward satisfying any [Deductible and] Out-of-Pocket Limit.] [After satisfaction of any Out-of-Pocket Limit for other Covered Charges, [Plan] [Specialty Pharmaceutical Drugs] Coinsurance will still apply to all charges for Specialty Pharmaceutical Drugs obtained from a provider that is not a Specialty Pharmacy Provider.] |  |   |
| [Specialty Pharmaceuticals will not be covered unless they have been authorized by Us in accordance with the Utilization Review Provisions and Our Specialty Pharmacy Program.]   |  |   |
| [Specialty Pharmaceuticals must be obtained from a Specialty Pharmacy Provider to be considered at the Participating Provider benefit level.]   |  |   |
|   | <b>[Participating Provider Benefits / Network Provider Benefits][Specialty Pharmacy Provider Benefits]</b> | <b>[Non-[Select] Participating Provider Benefits/ Non-Participating Provider Benefits/ Non-Network Provider Benefits][Non-Specialty Pharmacy Provider Benefits]</b> |
| [[Specialty Pharmaceutical Drugs] Coinsurance]  | [[0% - 100%] [until the [Plan] Out-of-Pocket Limits are satisfied; [100% thereafter.]]                     | [0% - 100%][Not Covered]  |

|  |  |   |
|--|--|---|
| [Specialty Pharmaceutical Drugs Benefit] | [Subject to Plan [Integrated] Deductible and Coinsurance.]<br>[Specialty Pharmacy Provider Benefits are considered at the Participating Provider benefit level.] | [Subject to [Non-Participating/Network Provider]Plan [Integrated] Deductible and Coinsurance][Not Covered] [Charges do not accrue to any Out-of-Pocket Limit] |
|--|--|---|

BEN: 196.001.GE

[Nothing in this endorsement will be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Certificate, other than as stated above.

This endorsement is effective on the Effective Date of the Certificate to which it is attached, or the Endorsement Date, if later.]

[Endorsement Date: [xx/xx/xxxx]]

[insert signature]  
**Secretary**

[insert signature]  
**President**

SERFF Tracking Number: ASWX-G128034472 State: Arkansas  
 Filing Company: Time Insurance Company State Tracking Number:  
 Company Tracking Number: G128034472  
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other  
 Product Name: Time Insurance-Base Chassis  
 Project Name/Number: Time Insurance-Base Chassis/AR00139FI00015

## Supporting Document Schedules

|  | <b>Item Status:</b> | <b>Status Date:</b> |
|--|---------------------|---------------------|
| <b>Satisfied - Item:</b> Cover Letter, Forms List, Variability Statement | Approved            | 01/30/2012          |

**Comments:**

**Attachments:**

Cover Letter (TIC IM Speciality Rx).PDF  
 TIM\_FRM\_AR (TIC IM Forms List) - Variable.PDF  
 Statement of Variability.PDF

|                                     | <b>Item Status:</b> | <b>Status Date:</b> |
|-------------------------------------|---------------------|---------------------|
| <b>Bypassed - Item:</b> Application | Approved            | 01/30/2012          |
| <b>Bypass Reason:</b> n/a           |                     |                     |

**Comments:**

|   | <b>Item Status:</b> | <b>Status Date:</b> |
|---|---------------------|---------------------|
| <b>Satisfied - Item:</b> Flesch Certification | Approved            | 01/30/2012          |

**Comments:**

**Attachment:**  
 Readability Certification.PDF

|  | <b>Item Status:</b> | <b>Status Date:</b> |
|--|---------------------|---------------------|
| <b>Bypassed - Item:</b> PPACA Uniform Compliance Summary | Approved            | 01/30/2012          |
| <b>Bypass Reason:</b> n/a                                |                     |                     |

**Comments:**



**ASSURANT**  
Health

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P.O. Box 3050  
Milwaukee, WI 53201-3050  
T 800.800.1212

January 25, 2012

[www.assurant.com](http://www.assurant.com)

Arkansas Department of Insurance  
1200 W. Third Street  
Little Rock, AR 72201

**RE: AMENDMENTS TO PREVIOUSLY APPROVED FORMS**

Time Insurance Company (NAIC #: 69477; FEIN: 39-0658730)  
Specialty Pharmacy Endorsement: TIM.B465.AR  
SERFF Filing No.:

Dear Sir/Madam:

The above-referenced form is submitted for your review and approval. The information contained in the "Specialty Pharmacy Endorsement" form amends our individual major medical "CERTIFICATE OF MEDICAL INSURANCE" (form TIM.CER.AR), which was previously approved by the Department on October 25, 2005 via SERFF Filing ID SPIN-SRL4Q7OW8/00-00/00-02/00. Form TIM.B465.AR also amends the certificate's associated "Benefit Summary" (form TIM.BNC.AR), which was previously approved by the Department on October 25, 2005 via SERFF Filing ID SPIN-SRL4Q7OW8/00-00/00-02/00..

These amendments will allow us to employ a new plan design option for specialty pharmaceuticals in our individual major medical products. No other product changes have been made via this endorsement.

At this time, our rate structure will not be impacted relative to these amendments; therefore, rate manuals are not being submitted with this form amendment filing.

Assurant Health is comprised of Time Insurance Company and John Alden Life Insurance Company. We are submitting identical forms for each company. The only differences are to the form numbers and company names. Because the forms are identical, we respectfully request that the same analyst review both filings.

Please note that Wisconsin is the state domicile for both Time Insurance Company and John Alden Life Insurance Company. The state of Wisconsin does not require the filing of forms that are being marketed for out-of-state use with their office.

All forms are subject to minor modifications in paper size, stock, layout, format, company logo and printing specifications of the document upon issue. The "Filer's Note" included in the document's introduction will not print with form output; rather, it is provided to you as a clear explanation of our intent with respect to utilization of the approved language.

Assurant Health is the brand name for products underwritten and issued by Time Insurance Company, Union Security Insurance Company and John Alden Life Insurance Company.

Lastly, several of the paragraphs/provisions/sections are bracketed to provide flexibility in utilizing provisions when filing diverse products (i.e., utilize family/single plans, PPO/indemnity plans, include/exclude offered benefits, etc.), as well as to afford future flexibility to adjust to changing regulatory and market needs. Please see the enclosed Statement of Variability for additional information on form adaptability.

Thank you in advance for your time and attention to this filing. Should you have any questions, or require additional information, please do not hesitate to contact me.

Best Regards,

A handwritten signature in black ink that reads "Christine R. Fleming". The signature is written in a cursive style with a large, stylized initial "C".

Christine R. Fleming  
Senior Contract Compliance Analyst  
christine.fleming@assurant.com  
T 414.299.1306 or 800.800.1212 ext. 1306

INDIVIDUAL MEDICAL INSURANCE  
FORMS LIST

| FORM NUMBER FOR APPROVAL | FORM TITLE AND/OR DESCRIPTION   |
|--------------------------|---|
| TIM.B465.AR              | <p><b>Specialty Pharmacy Endorsement</b></p> <p><i>PLEASE NOTE:</i><br/> <i>Certificate of Medical Insurance form TIM.CER.AR was previously approved on October 25, 2005 via SERFF Filing ID: SPIN-SRL4Q7OW8/00-00/00-02/00. Additionally, there have been subsequent matrix amendments approved.</i></p> <p><i>Benefit Summary form TIM.BNC.AR was previously approved on October 25, 2005 via SERFF Filing ID: SPIN-SRL4Q7OW8/00-00/00-02/00.</i></p> <p><i>Upon approval, the added or replaced matrix provisions/paragraphs contained in this endorsement document will be used in one of two ways:</i></p> <ul style="list-style-type: none"> <li><i>• The amended provisions/matrix paragraphs outlined below will be incorporated directly into the approved certificate and benefit summary forms referenced above.</i></li> <li><i>• The Specialty Pharmacy Endorsement (form TIM.B465.AR) referenced above will print and be issued as a separate document to be attached to the certificate.</i></li> </ul> <p><i>The assigned filing numbers will not appear in the final, printed version of the forms, but are included in the matrix filing for informational use and reference only.</i></p> <p><b>CERTIFICATE OF MEDICAL INSURANCE FORM TIM.CER.AR AMENDMENTS:</b></p> |
| DEF: 021.001.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 181.001.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 255.002.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 370.002.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 385.002.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 390.002.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 410.001.001.GE      | Matrix provision added to the general DEFINITIONS section   |
| DEF: 426.001.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 435.002.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 440.002.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 561.001.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 561.002.GE          | Matrix provision added to the general DEFINITIONS section   |
| DEF: 561.003.GE          | Matrix provision added to the general DEFINITIONS section   |
| URP: 005.002.002.GE      | Matrix provision added to the UTILIZATION REVIEW PROVISIONS section   |
| PAR: 005.013.001.GE      | Matrix provision added to the PROVIDER CHARGES AND MAXIMUM ALLOWABLE AMOUNT PROVISIONS section  |
| PAR: 005.025.GE          | Matrix provision added to the PROVIDER CHARGES AND MAXIMUM ALLOWABLE AMOUNT PROVISIONS section  |
| MED: 206.001.GE          | Matrix provision added to the MEDICAL BENEFITS section  |
| RXP: 005.002.003.AR      | Matrix provision added to the OUTPATIENT PRESCRIPTION DRUG BENEFITS section   |
| EXC: 031.001.GE          | Matrix provision added to the general EXCLUSIONS section  |
| EXC: 296.001.GE          | Matrix provision added to the general EXCLUSIONS section  |
| EXC: 476.001.GE          | Matrix provision added to the drug EXCLUSIONS section   |

INDIVIDUAL MEDICAL INSURANCE  
FORMS LIST

| FORM NUMBER FOR APPROVAL                           | FORM TITLE AND/OR DESCRIPTION  |
|--|--|
| <b>BENEFIT SUMMARY FORM TIM.BNC.AR AMENDMENTS:</b> |  |
| BEN: 015.001.003.GE                                | Matrix provision BEN: 015.001.003.GE, "[[Plan] Coinsurance] [and] [[Total] [Plan] Out-of-Pocket Limits]" replaces matrix provision BEN: 015.001.002.GE in its entirety<br><i>NOTE: The only difference between the two provisions is the addition of the following language in the new (BEN: 015.001.003.GE) version: "[Charges for Specialty Pharmaceuticals obtained from a provider other than a Specialty Pharmacy Provider will not count toward any Out-of-Pocket Limit.]"</i> |
| BEN: 196.001.GE                                    | Matrix provision, "[Specialty Pharmaceutical Drugs:]" added  |



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## STATEMENT OF VARIABILITY

Each distinct paragraph/provision/section has been assigned a number to facilitate the filing review. The assigned filing numbers will not appear in the final, printed version of the form, but are included in the matrix filing for informational use and reference only.

The variable and adaptable items in the form(s) have been bracketed to provide:

- A number of benefit options and/or items which customarily vary according to the Policyholder's specific plan of insurance, which will allow us to deliver a customized contract to our customers reflecting all benefit options selected, helping to alleviate any ambiguity on the part of the customers as to what is covered and how it is covered.
  - Flexibility in utilizing provisions when filing diverse products
  - Future flexibility to adjust to changing regulatory and market needs.
1. All bracketed numbers (excluding form numbers) are variable, subject to the confines of state and federal law.
  2. All bracketed text varies to the extent that such language may be:
    - a. included as shown;
    - b. omitted in its entirety;
    - c. rearranged; or
    - d. transferred to another provision, section or page.
  3. All bracketed numbers and/or text will be varied only:
    - a. within any statutory or regulatory requirements; and
    - b. under the condition that the numerical value(s) and benefit language is within the intent and framework of the actual approved provision.

We also reserve the right to amend the form(s) to correct any minor clerical or typographical errors we may have overlooked prior to approval, and to revise any phraseology to clarify the intent within the confines of the law.

Assurant Health is the brand name for products underwritten and issued by Time Insurance Company, Union Security Insurance Company and John Alden Life Insurance Company.

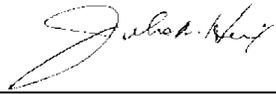
**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME: Time Insurance**

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

| <b>Form Number</b> | <b>Score</b> |
|--------------------|--------------|
| TIM.B465.AR        | 50.2         |
|                    |              |
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|                    |              |
|                    |              |

Signed: \_\_\_\_\_



Name:

Julia M. Hix

Title:

VP Regulatory Compliance & AH Compliance Officer

Date:

January 26, 2012