SUMMARY PLAN DESCRIPTION

For the

HEALTH SAVINGS ACCOUNT OPTION MEDICAL AND PRESCRIPTION DRUG PLAN

Sponsored by

XAVIER UNIVERSITY

Group Number: 598931

Package ID: SFXUEH15

Effective: January 1, 2016
INTRODUCTION

THE SUMMARY PLAN DESCRIPTION – YOUR HEALTH CARE PLAN GUIDE

Welcome to your employer-sponsored health care plan (Plan) administered by Humana Health Plan, Inc. (Humana). Your employer has provided you with this Summary Plan Description (SPD), which outlines your benefits, as well as your rights and responsibilities under this Plan.

This SPD is your guide to the benefits, provisions and programs offered by this Plan. Services are subject to all provisions of this Plan, including the limitations and exclusions. Please read this SPD carefully, paying special attention to the “Medical Schedule of Benefits”, “Medical Covered Expenses”, and “Limitations and Exclusions” sections to better understand how your benefits work. If you are unable to find the information you need, please contact Humana at the toll-free customer service telephone number listed on your Humana Identification (ID) card or visit our website at www.humana.com.

This SPD presents an overview of your benefits. In the event of any discrepancy between this SPD and the official Plan Document, the Plan Document shall govern.

DEFINED TERMS

Italicized terms throughout this SPD are defined in the Definitions section. An italicized word may have a different meaning in the context of this SPD than it does in general usage. Referring to the Definitions section as you read through this document will help you have a clearer understanding of this SPD.

PRIVACY

Humana understands the importance of keeping your protected health information private. Protected health information includes both medical information and individually identifiable information, such as your name, address, telephone number or Social Security number. Humana is required by applicable federal law to maintain the privacy of your protected health information.

CONTACT INFORMATION

Customer Service Telephone Number:

Please refer to your Humana ID card for the applicable toll-free customer service telephone number.

Website: You can access Humana’s online services at www.humana.com.

Claims Submittal Address: Claims Appeal Address:

Humana Claims Office Humana Grievance and Appeals
P.O. Box 14601 P.O. Box 14546
Lexington, KY 40512-4601 Lexington, KY 40512-4546
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SECTION 1

HEALTH RESOURCES AND PREAUTHORIZATION
Health Resources is a comprehensive set of clinical programs and services available to help you better understand your health care benefits and how to use them, navigate the health care system when you need it, understand treatment options and choices, reduce your costs and enhance the quality of your life.

Each Health Resources program is tailored to meet different health care needs, from those that want to stay well when they are healthy, to those that are at risk for an illness, to those who are at chronic or acute stages of illness. Health Resources offer a wide range of assistance including online educational tools, interventions, health assessments and personal discussions with registered nurses.

Below is a brief description of this Plan’s Health Resources programs. All Health Resources programs are subject to change without notice. For additional information or questions regarding any of these programs, please call the toll-free customer service telephone number listed on your Humana ID card.

UTILIZATION MANAGEMENT

Utilization Management consists of preauthorization, claims review (retrospective review), coordination of care and referral processes that ensure Plan benefits are used properly. Utilization Management decisions are made using established criteria and care guidelines along with the medical information provided by the patient and the patient's qualified practitioner. The patient and his or her qualified practitioner determine the course of treatment. The assistance provided through these services does not constitute the practice of medicine. Payment of Plan benefits is not determined through these processes.

Preauthorization Requirements

Preauthorization is required by this Plan for certain services. If you do not obtain preauthorization for services being rendered, your benefits may be reduced or a penalty may apply. Refer to the “Preauthorization” section for more information.

Concurrent Review

Case managers assess the continuing medical necessity and appropriateness of additional days of hospital confinement and other health care services. To help with concurrent review, case managers receive a daily census of all inpatient admissions for their assigned facilities along with a notice of any covered persons admitted without a preauthorization, then, the nurses use priority review criteria and guidelines to prioritize these cases for clinical review.

Retrospective Review

If an admission or service occurs without preauthorization, Humana may complete a retrospective review after receiving the claim to determine if both the admission and length of stay were medically appropriate.
CASE MANAGEMENT

Humana’s case management components work to support the covered person through the hospitalization or procedure, along with discharge assistance and follow up after discharge to reduce the risk of readmission. Humana performs the following case management services:

- **Acute Case Management**: Acute case managers review cases, perform concurrent review, and assist with discharge planning as needed during a covered person’s hospitalization. Nurses are assigned by facility and may provide either telephonic or onsite case management services.

- **Transitional Case Management**: Transitional case managers will call a covered person with a high risk of readmission one to two business days after they leave the hospital to make sure they understand their discharge plan of care and that they follow the plan by:
  - Reinforcing the qualified practitioner’s orders
  - Confirming follow-up appointments
  - Verifying that prescriptions were filled
  - Identifying early signs of complications
  - Confirming that discharge services were provided

- **Complex Case Management**: A covered person with complex or catastrophic case management needs is referred to a complex case manager for ongoing case management support by telephone after discharge or after their initial post-discharge follow-up conversation. In these situations, complex case managers work closely with the covered person and their family until they no longer need this level of support.

TRANSITION OF CARE

Changing health care plans can be stressful, especially for those who are going through intense medical treatment, such as chemotherapy. Humana understands this and does not want to hinder progress or interfere with the doctor-patient relationship. The transition of care process helps you make a smooth transition to Humana from your current health care plan with the least amount of disruption to your care.

CONTINUITY OF CARE

If you are receiving treatment from a PAR provider and that provider’s contract to provide medically necessary services terminates for reasons other than medical competence or professional behavior, you may be entitled to continue treatment with that terminating PAR provider if at the time of the PAR provider’s termination you are: a) undergoing active treatment for a chronic or acute medical condition; or b) you are in the 2nd or 3rd trimester of your pregnancy. If this Plan agrees to the continued treatment, medically necessary services provided to you by the terminating PAR provider will continue to be payable at the PAR provider benefit level. The maximum duration of continued treatment under this provision may not exceed: a) 90 days from the date of termination of the provider’s contract; or b) through the delivery of a child, including immediate post-partum care and the follow-up visit within the first six weeks of delivery, in the case of you being in the 2nd or 3rd trimester of pregnancy.
HUMANA HEALTH ALERTS

Humana pulls together detailed data for each covered person, such as medical and pharmacy claims history, lab results and biometrics and compiles it into a comprehensive clinical profile. This data is continually run through a rules engine, which applies clinical and business rules, and helps identify covered persons with potential health issues and route them to the most appropriate support. The rules engine automatically recognizes when a covered person is not getting the recommended care, referred to as a “gap in care.”

A health alert and a message, if appropriate, are generated to communicate the findings through physician and member messaging. Gaps in care fall into the following categories:

- Preventive (e.g. cancer screening reminder or notification that a child’s immunization was missed)
- Disease-specific (e.g. annual exam reminder to diabetics)
  Care modification (e.g. addressing potentially harmful drug-to-drug or drug-to-disease interactions).

NEONATAL INTENSIVE CARE UNIT (NICU) MANAGEMENT

Specially trained case managers promote the highest standards of care for Neonatal Intensive Care Unit (NICU) infants and they work with you and your family throughout the NICU stay to help you prepare for a smooth transition home.

The Neonatal Case Management program includes:

- Registered nurses experienced in neonatal care.
- Coordination of home health needs.
- Transitional services.
- Parent education.
- Case management services.
- Discharge planning and follow-up.

To contact a NICU program representative, call 1-855-391-8655.
TRANSPLANT MANAGEMENT

The Transplant Management team provides hands-on support to covered persons in need of organ and tissue transplants. They guide covered persons to Humana’s National Transplant Network (NTN), designed to deliver a superior transplant experience. The specialized Transplant Department provides effective ways to help covered persons and their family members manage the complex and emotional process of organ and tissue transplants. They review coverage, coordinate benefits, facilitate services and follow the transplant recipient’s progress from initial referral through treatment and recovery.

To contact the Transplant Management team, call 1-866-421-5663.

MYHUMANA

Visit Humana’s Website at www.humana.com and click on “Sign in or Register” to receive step-by-step instructions on how to set up your MyHumana page. After you have set up your page, log on anytime to find a participating provider, look up your Plan benefits or check the status of a claim along with estimated costs, if any. You can also find prescription drug information, information on specific health conditions, financial tools to help with budgeting for health care and more.

MyHumana Mobile app allows you quick access to important information anytime, anywhere. Whether you prefer downloading a mobile application, using your mobile device or receiving text messages, you have the ability to manage your healthcare needs virtually.

Use the MyHumana Mobile app and website to:

- View medical, dental, vision and pharmacy claims;
- View your HumanaVitality Dashboard, if applicable;
- Receive medication reminders;
- Research drug prices;
- Locate providers in your network;
- Refill your Humana Pharmacy prescriptions
CHRONIC CONDITION MANAGEMENT

Chronic Condition Management provides support for covered persons with chronic conditions, focusing on the unique individual, not simply on a single disease. Humana’s approach is to provide various levels of support, matching intensity of support to the needs of covered persons with ongoing health challenges. Levels of support include:

- Personal Nurse® serves as the primary program for a covered person with chronic issues, and provides support for all conditions. Humana’s advanced predictive modeling tools targets covered persons based on their projected use of healthcare services, not solely on their current condition. Comorbid condition management also includes behavioral health issues such as clinical depression, for which covered persons are continuously assessed. Specially trained clinicians help covered persons and their caregivers address the covered person’s knowledge of the disease, meet personally selected health improvement goals, support the development of healthy behaviors and coping skills, and show them how to get the most from their doctors’ visits. Whether support is provided over the telephone or on-site, clinicians provide personalized coaching, education, and care coordination, as well as suggestions for external resources. Clinicians tailor discussions to a covered person’s needs, concerns, and readiness to change and engage and empower them to achieve their best health. The clinician and covered person work through ongoing conversations until the covered person reaches his or her health goals and can self-manage without scheduled clinician support.

- Humana At Home™ complex chronic program for higher acuity conditions such as coronary artery disease (CAD), congestive heart failure (CHF), chronic obstructive pulmonary disease (COPD), diabetes, and thirteen less common rare diseases.

- Telephonic nurse support for End-Stage Renal Diseases (ESRD), cancer and asthma.

HUMANABEGINNINGS

The HumanaBeginnings program educates and guides expectant mothers to make the best choices to achieve a healthy pregnancy and, ultimately, a healthy baby. Participants are offered guidance by telephone as soon as Humana is notified of the pregnancy. Participation is not limited to those covered persons with high-risk pregnancies – it is designed as a resource for all expectant mothers covered under the Plan.

HumanaBeginnings includes:

HumanaBeginnings® includes:

- Education, support and encouragement toward healthy behaviors and decisions related to pregnancy, such as nutrition, exercise, smoking and depression screening. Participants learn more about their pregnancy, their baby’s development and how to practice healthy habits during pregnancy.
• Information from various respected resources on pregnancy. These resources will provide you with more information on wellness, nutrition, high risk conditions, and delivery and facts about your growing baby.

• Guidance for managing health concerns and complications.

• Awareness about premature birth. Women are educated about risk factors, preventive measures and the symptoms of preterm labor.

• Experienced registered nurses who specialize in prenatal care who can address questions and concerns.

A nurse reaches the expectant mother and begins discussions centered on her pregnancy and general health, and plans dates and times for future conversations. Along with scheduled calls, the nurse is available as needed throughout the pregnancy.

Covered persons can enroll themselves at any time during their pregnancy, but are encouraged to enroll early in their pregnancy in order to get the most from the program. Covered persons can enroll in two ways:

• Online at MyHumana (www.myhumana.com); or
• Calling toll-free 1-888-847-9960.

HUMANAFIRST® NURSE ADVICE LINE

HumanaFirst is a nurse triage service available 24 hours a day, seven days a week. You can talk to a registered nurse about any immediate medical concerns, and obtain health planning and support assistance by calling the toll-free telephone number on back of your Humana ID card. When you call HumanaFirst, you can select one of two options:

Immediate Medical Concerns: A nurse triage service, available twenty-four (24) hours a day, seven (7) days a week to address your urgent medical concerns.

Health Planning and Support: Guidance by telephone for non-urgent health concerns and the option to self-refer to results-focused clinical support programs and services. This service is available Monday through Friday from 8:30 a.m. to 5:00 p.m. in the covered person’s time zone (ET, CT, MT, PT).

CARDIAC CONSULTATION

Cardiac Consultation is a preauthorization management program for outpatient diagnostic cardiac catheterization services and cardiac devices, aimed at reducing the number of unnecessary procedures. The program is based on peer-reviewed literature and expert consultation, and it is consistent with the criteria of the American College of Cardiology. The consultation process involves collecting relevant clinical information from the ordering or treating physician’s office, reviewing this information alongside current evidence-based guidelines and, if necessary, providing physician-to-physician consultation on treatment or test appropriateness and patient safety. Please see the “Preauthorization” section for requirements.
ONCOLOGY QUALITY MANAGEMENT

The Oncology Quality Management program is a preauthorization management program for chemotherapy agents, supportive drugs and symptom management drugs. Your oncologist will submit their treatment plan to Humana and it will be reviewed using evidence-based guidelines to ensure it is the most effective treatment plan with the lowest amount of toxicity and side effects.

RADIATION THERAPY MANAGEMENT

The Radiation Therapy Management program is a preauthorization program, providing consultation on the entire radiation therapy treatment plan for covered persons with cancer. This program promotes the appropriate utilization of radiation therapy treatments consistent with the National Comprehensive Cancer Network (NCCN) guidelines to ensure patients are receiving the right amounts of radiation through the right treatment plans and at the right time.

RADIOLOGY REVIEW (RADCONSULT)

Radiology Review is designed to educate ordering physicians on imaging procedures and best practice guidelines before the procedure is scheduled. The focus of this program is to ensure appropriate radiology procedures are being used and limit a covered person’s unnecessary exposure to radiation. In an effort to control radiological expenses while improving patient safety, this program offers convenient scheduling of imaging procedures (CT, CTA, MRI, MRA, nuclear stress test and PET procedures) as well as peer-to-peer consultation.

Your qualified practitioner should submit a preauthorization request by telephone by calling Humana’s third party vendor, HealthHelp, at 1-866-825-1550.

THERAPEUTIC REVIEW SERVICES

Therapeutic Review Services is a musculoskeletal preauthorization management program through Humana’s third party vendor, OrthoNet, for the following:

- **Outpatient Therapy**: Prior authorizations and medical necessity review on outpatient physical therapy, occupational therapy, and speech therapy visits. Your qualified practitioner should submit a preauthorization request for physical, occupational, and speech therapy visits by fax to OrthoNet, at 1-800-863-4061.

- **Pain Management and Spinal Surgery**: Medical necessity is determined by therapeutic review services for spinal surgery and pain management procedures, such as pain infusion pumps (back and neck pain only), spinal cord stimulator devices, spinal fusion, other decompression surgeries, facet injection, epidural injections (outpatient only), kyphoplasty, and vertebroplasty. Your qualified practitioner can submit a preauthorization request for pain management services or spinal surgery by faxing the request directly to OrthoNet at 1-888-605-5345. Your qualified practitioner can also submit a preauthorization request for pain management by phone by calling OrthoNet at 1-888-605-5344.

- **Musculoskeletal Claims Review**: This includes special investigation of atypical musculoskeletal claims (not available in Michigan).
HUMANAVITALITY PROGRAM

From time to time Humana may enter into agreements with related or third party vendors who administer Rewards programs that may be available to you. Through these programs, you may earn rewards by:

- Completing certain activities such as wellness, educational, or informational programs; or
- Working toward certain goals such as lowering blood pressure or becoming smoke free.

The rewards may include non-health plan benefits such as merchandise, gift cards, debit cards, discounts or contributions to your health spending account.

The rewards may also include health plan benefits such as a reduction in copayments, deductibles or coinsurance, as permitted under applicable state and federal laws.

The rewards may be taxable income. You may consult a tax advisor for further guidance.

Humana’s agreement with any vendor does not eliminate any of your obligations under this Plan or change any of the terms of this Plan. Humana’s agreement with the vendors and the program may be terminated at any time.

Please call the telephone number listed on your identification card or in the marketing literature issued by the Rewards program administrator for a possible alternative activity if:

- It is unreasonably difficult for you to reach certain goals due to your medical condition; or
- Your qualified practitioner advises you not to take part in the activities presented to reach certain goals.

The Rewards program administrator or Humana may require proof in writing from your qualified practitioner that your medical condition prevents you from taking part in the available activities.

The decision to participate in these programs or activities is voluntary and you may decide to participate anytime during the year. Refer to the marketing literature issued by the Rewards program administrator for their program’s eligibility, rules and limitations.

HEALTH ASSESSMENT

The Health Assessment is the first step of the Vitality Program, this is a confidential, online health survey that provides you with an overall assessment of your health. Upon completion of the assessment, you will receive an individualized health score and an action plan on how you can improve your health. Responses may also result in a referral to another Health Resources program.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Your Employee Assistance Program (EAP) and Work-Life Program provides you and your family with personal, confidential guidance for many personal issues such as:

1. Life issues including stress, addiction and recovery, depression, anxiety, relationships, grief and loss.
2. Family issues including childcare resources, emergency and back-up care, summer school or vacation camp, parenting, adoption, child development, college planning and caring for older adults.

3. Legal services: No cost initial legal consultation on a variety of issues including estate planning, legal forms, wills, power of attorney, final arrangements, free initial legal consultation and 25% discount from standard legal fees for subsequent services.

4. Financial services: No cost initial consultation on money issues including budgeting, debt management, home buying and refinancing, retirement planning, insurance, tax planning and identity theft.

5. Work issues including co-worker relationships, change and transition, balancing work and personal life, relocation, business travel, job stress and communication.

6. Everyday issues including consumer information, home remodeling and repair, home and car buying, big-ticket purchases and pet care resources.

When you call your EAP/work-life program a trained professional will ask you about your situation, help you clarify the problem, offer guidance and support, connect you with experts who can help you with work-life issues and refer you to a local EAP counselor for up to three face-to-face sessions. You can access your EAP/work-life program 24-hours a day, 7 days a week by calling 1-866-440-6556. You also have access to online services at www.humana.com/eap. The Website features hundreds of free articles, audio features and financial calculators to help you with budgeting and investing. You can also listen to Webinars, take quizzes, download legal forms and sign up for newsletters.

TELEPHONIC AND ONLINE HEALTH COACHING

Experienced health coaches provide support and motivation, access to resources, and routine check-ins via telephone or e-mail, to participants that want help with certain wellness and workplace problems. Health coaching focuses on ten of these most common problems including: weight management, physical activity, tobacco cessation, healthy eating, stress management, back care, preventive care, cholesterol management, blood pressure management and blood sugar management.


INTEGRATED MEDICAL/BEHAVIORAL HEALTH

The Integrated Medical/Behavioral Health (IMBH) program addresses inefficiencies arising when co-existing medical conditions and behavioral health issues are identified and treated separately. IMBH is an integrated strategy that seamlessly blends behavioral health and medical specialists to identify and coordinate the management of behavioral health problems associated with chronic health conditions and acute medical programs. This holistic approach helps covered person expedite recovery and significantly lower costs.

You can access behavioral health services by calling Humana at the toll-free customer service telephone number listed on your Humana ID card.
Humana will provide *preauthorization* as required by this Plan. Visit Humana’s website at [www.humana.com](http://www.humana.com)* or call the toll-free customer service telephone number listed on your Humana ID card to obtain a list of *services* that require *preauthorization*. The list of *services* that require *preauthorization* is subject to change. Coverage provided in the past for *services* that did not receive or require *preauthorization*, is not a guarantee of future coverage of the same *services*.

*You* are responsible for informing *your qualified practitioner* of this Plan’s *preauthorization* requirements. *You* or *your qualified practitioner* must contact Humana at the toll-free customer service telephone number listed on your Humana ID card or in writing to request the appropriate authorization. If any required *preauthorization* of *services* is not obtained, *your* benefits may be reduced or a penalty may apply. *Preauthorization* and *preauthorization* penalties do not apply to *emergency services*.

After *you* or *your qualified practitioner* have contacted Humana and provided *your* diagnosis and treatment plan, Humana will:

- Advise *you* by telephone, electronically, or in writing if the proposed treatment plan is *medically necessary*; and
- Conduct *concurrent review* as necessary.

If *your admission* is *preauthorized*, benefits are subject to all Plan provisions. If it is determined at any time *your proposed treatment plan*, either partially or totally, is not a *covered expense* under the terms and provisions of this Plan, benefits for *services* may be reduced or *services* may not be covered.

*Please note, even though this Plan is a self-insured plan (also known as an ASO plan), this Plan is utilizing Humana’s standard *preauthorization* and notification list which has the same *preauthorization* requirements as a commercial fully insured plan. All *preauthorization* requirements outlined on the list apply to this Plan, **unless** it specifically states that the requirement does not apply to ASO or is not available for ASO groups.

**PREAUTHORIZATION PENALTY FOR TRANSPLANT SERVICES**

If *preauthorization* is not received, transplant *services* will not be covered.

Penalties do not apply to any applicable Plan *deductibles or out-of-pocket limits*.

Penalties do not apply to *emergency services*.

**PREAUTHORIZATION PENALTY FOR ALL OTHER SERVICES**

If *preauthorization* is not received, benefits will be reduced to 50% after any applicable *deductibles or copayments*.

Penalties do not apply to any applicable Plan *deductibles or out-of-pocket limits*.

Penalties do not apply to *emergency services*.
PREDETERMINATION OF BENEFITS

You or your qualified practitioner may submit a written request for a predetermination of benefits. The written request should contain the treatment plan, specific diagnostic and procedure codes, as well as the expected charges. Humana will provide a written response advising if the services are a covered or non-covered expense under this Plan, what the applicable Plan benefits are and if the expected charges are within the maximum allowable fee. The predetermination of benefits is not a guarantee of benefits. Services will be subject to all terms and provisions of this Plan applicable at the time treatment is provided.

If treatment is to commence more than 180 days after the date treatment is authorized, Humana will require you to submit another treatment plan.
SECTION 2

MEDICAL BENEFITS
PARTICIPATING AND NON-PARTICIPATING PROVIDERS

This Plan has two (2) levels of benefits – participating provider (PAR provider) benefits and non-participating provider (Non-PAR provider) benefits, payable as shown in the Medical Schedule of Benefits section. You may select any provider to provide your medical care.

In most cases, if you receive services from a PAR provider, this Plan will pay a higher percentage of benefits and you will have lower out-of-pocket costs. You are responsible for any applicable deductibles and coinsurance amounts.

If you receive services from a Non-PAR provider, this Plan will pay benefits at a lower percentage and you will pay a larger share of the costs. Since Non-PAR providers do not have contractual arrangements with Humana to accept discounted or negotiated fees, they may bill you for charges in excess of the maximum allowable fee. You are responsible for charges in excess of the maximum allowable fee in addition to any applicable deductibles and coinsurance amounts. Any amount you pay to the provider in excess of your coinsurance will not apply to your out-of-pocket limit or deductible.

Not all qualified practitioners including pathologists, radiologists, anesthesiologists, and emergency room physicians who provide services at PAR hospitals are PAR qualified practitioners. If services are provided to you by such Non-PAR qualified practitioners at a PAR hospital, this Plan will pay for those services at the PAR provider benefit percentage. Non-PAR qualified practitioners may require payment from you for any amount not paid by this Plan. If possible, you may want to verify whether services are available from a PAR qualified practitioner.

In the event that a specific medical service cannot be provided by or through a PAR provider, a covered person is entitled to coverage for medically necessary covered expenses obtained through a Non-PAR provider when approved by this Plan on a case by case basis.

PAR PROVIDER DIRECTORY

Your employer will automatically provide, without charge, information to you about how you can access a directory of PAR providers appropriate to your service area. An online directory of PAR providers is available to you and accessible via Humana’s website at www.humana.com. This directory is subject to change. Due to the possibility of PAR providers changing status, please check the online directory of PAR providers prior to obtaining services. If you do not have access to the online directory, call Humana at the toll-free customer service telephone number listed on your Humana ID card prior to services being rendered or to request a directory.

COVERED AND NON-COVERED EXPENSES

Benefits are payable only if services are considered to be a covered expense and are subject to the specific conditions, limitations and applicable maximums of this Plan. The benefit payable for covered expenses will not exceed the maximum allowable fee(s).
A covered expense is deemed to be incurred on the date a covered service is received. The bill submitted by the provider, if any, will determine which benefit provision is applicable for payment of covered expenses.

If you incur non-covered expenses, whether from a PAR provider or a Non-PAR provider, you are responsible for making the full payment to the provider. The fact that a provider has performed or prescribed a medically appropriate procedure, treatment, or supply, or the fact that it may be the only available treatment for a bodily injury or sickness, does not mean that the procedure, treatment or supply is covered under this Plan.

Please refer to the "Medical Schedule of Benefits", “Medical Covered Expenses” and the "Limitations and Exclusions" sections of this Summary Plan Description for more information about covered expenses and non-covered expenses.

CLAIMS PROCESSING EDITS

Payment of covered expenses for services rendered by a provider is subject to this Plan’s claims processing edits. The amount determined to be payable under this Plan’s claims processing edits depends on the existence and interaction of several factors. Because the mix of these factors may be different for every claim, the amount paid for a covered expense may vary depending on the circumstances. Accordingly, it is not feasible to provide an exhaustive description of the claims processing edits that will be used to determine the amount payable for a covered expense, but examples of the most commonly used factors are:

- The intensity and complexity of a service;
- Whether a service is one of multiple services performed at the same service session such that the cost of the service to the provider is less than if the service had been provided in a separate service session. For example:
  - Two or more surgeries occurring at the same service session that do not require two preparation times; or
  - Two or more radiologic imaging views performed on the same body part;
- Whether an assistant surgeon, physician assistant, registered nurse, certified operating room technician or any other health care professional who is billing independently is involved;
- When a charge includes more than one claim line, whether any service is part of or incidental to the primary service that was provided, or if these services cannot be performed together;
- If the service is reasonably expected to be provided for the diagnosis reported;
- Whether a service was performed specifically for the covered person;
- Whether services can be billed as a complete set of services under one billing code.

This Plan develops claims processing edits based on review of one or more of the following sources, including but not limited to:

- Medicare laws, regulations, manuals and other related guidance;
- Appropriate billing practices;
- National Uniform Billing Committee (NUBC);
- American Medical Association (AMA)/Current Procedural Technology (CPT);
- UB-04 Data Specifications Manual;
• International Classification of Diseases of the U.S. Department of Health and Human Services and the Diagnostic and Statistical Manual of Mental Disorders;
• Medical and surgical specialty certification boards;
• Humana’s medical coverage policies; and/or
• Generally accepted standards of medical, behavioral health and dental practice based on credible scientific evidence recognized in published peer reviewed medical or dental literature.

Changes to any one of the sources may or may not lead this Plan to modify current or adopt new claims processing edits.

Non-participating providers may bill covered persons for any amount this Plan does not pay even if such amount exceeds these claims processing edits. Any amount that exceeds the claims processing edits paid by the covered person will not apply to deductibles, out-of-pocket limits or PAR provider Plan maximum out-of-pocket limits, if applicable. The covered person will also be responsible for any applicable deductible, coinsurance amount or copayment.
IMPORTANT INFORMATION ABOUT PLAN BENEFITS

Plan benefits and limits (i.e. visit or dollar limits) are applicable per calendar year, unless specifically stated otherwise.

When Plan benefit limits apply (i.e. visit or dollar limits), **PAR** and **Non-PAR provider** benefits accumulate together, unless specifically stated otherwise.

This schedule provides an overview of the medical Plan benefits. For a more detailed description of this Plan’s medical benefits, refer to the “Medical Covered Expenses” section.

### MEDICAL DEDUCTIBLES, COINSURANCE AND OUT-OF-POCKET LIMITS

<table>
<thead>
<tr>
<th>BENEFIT FEATURES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both medical and prescription drug covered expenses apply towards the medical and prescription drug deductibles outlined below. Please see the “Prescription Drug Benefits” section of this SPD for a detailed description of your prescription drug coverage.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Medical and Prescription Drug Deductible</td>
<td>$2,600 per covered person</td>
<td>$2,600 per covered person</td>
</tr>
<tr>
<td>Family Medical and Prescription Drug Deductible</td>
<td>$5,200 per covered family</td>
<td>$5,200 per covered family</td>
</tr>
<tr>
<td>Medical and Prescription Drug Coinsurance</td>
<td>The Plan pays 100%, you pay 0%</td>
<td>The Plan pays 70%, you pay 30%</td>
</tr>
<tr>
<td>Single Medical and Prescription Drug Out-of-Pocket Limit</td>
<td>$2,600 per covered person</td>
<td>$5,200 per covered person</td>
</tr>
<tr>
<td>Family Medical and Prescription Drug Out-of-Pocket Limit</td>
<td>$5,200 per covered family</td>
<td>$10,400 per covered family</td>
</tr>
<tr>
<td>Lifetime Maximum Benefit</td>
<td>Unlimited</td>
<td></td>
</tr>
<tr>
<td>MEDICAL SERVICES</td>
<td>PAR PROVIDER BENEFIT</td>
<td>NON-PAR PROVIDER BENEFIT</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>----------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Routine/Preventive Child Care Examination</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Routine/Preventive Child Care Vision Screening</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Routine/Preventive Child Care Hearing Screening</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Routine/Preventive Child Care Laboratory</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Routine/Preventive Child Care X-ray</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Routine/Preventive Child Care Immunizations</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Immunizations are covered based on the recommendations by the Department of Health and Human Services - Centers for Disease Control and Prevention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine/Preventive Child Care Flu/Pneumonia Immunizations</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
</tbody>
</table>
# ROUTINE/PREVENTIVE ADULT CARE SERVICES
## AGE 18 AND OVER
*(Services Received at a Clinic or Outpatient Hospital)*

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine/Preventive Adult Care Examination</td>
<td>100%</td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Routine/Preventive Adult Care Vision Screening</td>
<td>100%</td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Routine/Preventive Adult Care Hearing Screening</td>
<td>100%</td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Routine/Preventive Adult Care Laboratory</td>
<td>100%</td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Routine/Preventive Adult Care X-ray</td>
<td>100%</td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Routine/Preventive Adult Care Immunizations (e.g. Shingles Vaccine, Meningitis Vaccine, HPV Vaccine, etc.)</td>
<td>100%</td>
<td>70% after <em>deductible</em></td>
</tr>
</tbody>
</table>

Immunizations are covered based on the recommendations by the Department of Health and Human Services - Centers for Disease Control and Prevention.

| Routine/Preventive Adult Care Flu/Pneumonia Immunizations | 100% | 70% after *deductible* |

*PAR PROVIDER BENEFIT: Benefits covered when the service is provided by a provider participating in the plan's provider network.*

*NON-PAR PROVIDER BENEFIT: Benefits covered when the service is provided by a provider not participating in the plan's provider network.*
### ROUTINE/PREVENTIVE ADULT CARE SERVICES
**AGE 18 AND OVER**
*Services Received at a Clinic or Outpatient Hospital*

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine/Preventive Adult Care Mammograms</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>First mammogram covered at 100% regardless of diagnosis. After first, diagnostic mammograms are covered with the general illness benefit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine/Preventive Adult Care Pap Smears</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>First pap smear covered at 100% regardless of diagnosis. After first, pap smears are covered with the general illness benefit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine/Preventive Adult Care Colonoscopy, Proctosigmoidoscopy and Sigmoidoscopy Screenings (including related services) (performed at an outpatient facility, ambulatory surgical center or clinic location)</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>First colonoscopy covered at 100% regardless of diagnosis. After first, colonoscopies are covered with the general illness benefit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine/Preventive Adult Care Prostate Specific Antigen (PSA) Testing</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Breast Feeding Counseling</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
</tbody>
</table>
### ROUTINE/PREVENTIVE ADULT CARE SERVICES
#### AGE 18 AND OVER
*(Services Received at a Clinic or Outpatient Hospital)*

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breast Feeding Support and Supplies</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Contraceptive Methods - devices (e.g. IUD or diaphragms), injections, implant insertion/removal, emergency contraceptives and condoms; Sterilization - tubal ligation and vasectomy (excludes birth control pills/patches and spermicide)</td>
<td>100%</td>
<td>70% after deductible</td>
</tr>
</tbody>
</table>

For information on *prescription* drug coverage for birth control pills/patches, spermicide, emergency contraceptives and condoms, please see *your prescription* drug benefits. (Please refer to Drugs, Medicines or Medications on the Women's Healthcare Drug List (with a *prescription* from a *qualified practitioner*) in the Prescription Section)

- If *services* are not to prevent pregnancy, then they are payable the same as any other *sickness*.

Age limits do not apply to routine mammograms and pap smears.

To the extent required by the Affordable Care Act, age limits do not apply to breast feeding counseling, breast feeding support and supplies, contraceptive methods and sterilization.
## ROUTINE VISION SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine Vision Examination</td>
<td>100%</td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Routine Vision Refraction</td>
<td>100%</td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Eyeglass Frames and Lenses and Contact Lenses</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

## ROUTINE HEARING SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine Hearing Examination</td>
<td>100%</td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Routine Hearing Testing</td>
<td>100%</td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Hearing Aids and Fitting</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>
### QUALIFIED PRACTITIONER SERVICES
(Non-Routine/Non-Preventive Care Services)

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnostic Office Examination at a Clinic, including Second Surgical Opinion – Qualified Practitioner Primary Care Physician</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Diagnostic Office Examination at a Clinic, including Second Surgical Opinion - Qualified Practitioner Specialist</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
</tbody>
</table>

If an office examination is billed from an outpatient location, the services will be payable the same as an office examination at a clinic.

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnostic Laboratory at a Clinic</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Diagnostic X-ray at a Clinic (other than advanced imaging)</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Independent Laboratory</td>
<td>Payable the same as diagnostic laboratory.</td>
<td>Payable the same as diagnostic laboratory.</td>
</tr>
<tr>
<td>Advanced Imaging at a Clinic</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Allergy Testing at a Clinic</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
</tbody>
</table>
### QUALIFIED PRACTITIONER SERVICES
(Non-Routine/Non-Preventive Care Services)

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allergy Serum/Vials at a Clinic</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Allergy Injections at a Clinic</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Injections at a Clinic (other than routine immunizations, flu or pneumonia immunizations, contraceptive injections for birth control reasons and allergy injections)</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Anesthesia at a Clinic</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td><strong>Surgery at a Clinic (including Qualified Practitioner, Assistant Surgeon and Physician Assistant)</strong></td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Medical and Surgical Supplies</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Eyeglasses or Contact Lenses after Cataract Surgery (initial pair only)</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Diabetic Nutritional Counseling (<em>Diabetes Self-Management Training</em>) (all places of service)</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
</tbody>
</table>
### Qualified Practitioner Services (Non-Routine/Non-Preventive Care Services)

<table>
<thead>
<tr>
<th>Medical Services</th>
<th>Par Provider Benefit</th>
<th>Non-Par Provider Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diabetes Supplies</td>
<td>Payable under the prescription drug benefits.</td>
<td>Payable under the prescription drug benefits.</td>
</tr>
</tbody>
</table>

### Dental/Oral Surgeries Covered Under the Medical Plan

<table>
<thead>
<tr>
<th>Medical Services</th>
<th>Par Provider Benefit</th>
<th>Non-Par Provider Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental/Oral Surgeries</td>
<td>Payable the same as any other sickness.</td>
<td>Payable the same as any other sickness.</td>
</tr>
</tbody>
</table>

Please refer to the Medical Covered Expenses section, Dental/Oral Surgeries Covered Under the Medical Plan, for a list of oral surgeries covered under this benefit.

### Reversal of Sterilization and Abortions

<table>
<thead>
<tr>
<th>Medical Services</th>
<th>Par Provider Benefit</th>
<th>Non-Par Provider Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reversal of Sterilization</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Life Threatening Abortions*</td>
<td>Payable the same as any other sickness.</td>
<td>Payable the same as any other sickness.</td>
</tr>
</tbody>
</table>

*Medical or surgical abortions are not covered other than to save the life of the mother.
### REVERSAL OF STERILIZATION AND ABORTIONS

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elective Abortions</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

### MATERNITY
(Normal, C-Section and Complications)

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient Hospital Room and Board and Ancillary Facility Services</td>
<td>Payable the same as any other sickness.</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Birthing Center Room and Board and Ancillary Services</td>
<td>Payable the same as any other sickness.</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Qualified Practitioner Services</td>
<td>Payable the same as any other sickness.</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Dependent Daughter Maternity</td>
<td>Payable the same as any other sickness.</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Newborn Inpatient Qualified Practitioner Services</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Newborn Inpatient Facility Services</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td></td>
<td>The newborn deductible will be waived for facility services.</td>
<td>The newborn deductible will be waived for facility services.</td>
</tr>
</tbody>
</table>
### INPATIENT SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient <em>Hospital</em> Room and Board and Ancillary Facility Services</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Qualified Practitioner Inpatient <em>Hospital</em> Visit</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Qualified Practitioner Inpatient <em>Surgery</em> and Anesthesia</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Qualified Practitioner Inpatient Pathology and Radiology</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Private Duty Nursing (inpatient <em>hospital</em> only)</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
</tbody>
</table>

### SKILLED NURSING SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled Nursing Room and Board and Ancillary Facility Services</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Skilled Nursing Facility Yearly Limits</td>
<td>90 days per <em>covered person</em></td>
<td></td>
</tr>
</tbody>
</table>
### SKILLED NURSING SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skilled Nursing Qualified Practitioner Visit</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
</tbody>
</table>

### OUTPATIENT AND AMBULATORY SURGICAL CENTER SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulatory Surgical Center Facility Services</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Ambulatory Surgical Center Ancillary Services</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Outpatient Hospital Facility Surgical Services</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Outpatient Hospital Facility Non-Surgical Services (e.g. clinic facility services; observation)</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Outpatient Hospital Surgical and Non-Surgical Ancillary Services (e.g. supplies; medication; anesthesia)</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
</tbody>
</table>
### OUTPATIENT AND AMBULATORY SURGICAL CENTER SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient <em>Hospital Facility</em> Diagnostic Laboratory and X-ray (other than <em>advanced imaging</em>)</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Outpatient <em>Hospital Facility</em> <em>Advanced Imaging</em></td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Outpatient <em>Hospital and Ambulatory Surgical Center Qualified Practitioner Visit</em></td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Outpatient <em>Hospital and Ambulatory Surgical Center Surgery</em> (including surgeon; assistant surgeon; and physician assistant) and Anesthesia</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Outpatient <em>Hospital and Ambulatory Surgical Center Pathology and Radiology</em></td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
</tbody>
</table>

### EMERGENCY AND URGENT CARE SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Room Facility and Ancillary Services (true emergency)</td>
<td>100% after <em>deductible</em></td>
<td>Same as <em>PAR Provider</em> Benefit</td>
</tr>
</tbody>
</table>
### EMERGENCY AND URGENT CARE SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Room All Physician Services (including Emergency Room Physician, Radiologist, Pathologist, Anesthesiologist and ancillary services billed by an Emergency Room Physician) (true emergency)</td>
<td>100% after deductible</td>
<td>Same as PAR Provider Benefit</td>
</tr>
<tr>
<td>Emergency Room Facility and Ancillary Services (non-emergency)</td>
<td>100% after deductible</td>
<td>Same as PAR Provider Benefit</td>
</tr>
<tr>
<td>Emergency Room All Physician Services (including Emergency Room Physician, Radiologist, Pathologist, Anesthesiologist and ancillary services billed by an Emergency Room Physician) (non-emergency)</td>
<td>100% after deductible</td>
<td>Same as PAR Provider Benefit</td>
</tr>
<tr>
<td>Urgent Care Center (facility, ancillary services and qualified practitioner services)</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
</tbody>
</table>
### HOSPICE SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospice Inpatient Room and Board and Ancillary Services</td>
<td>100% after deductible</td>
<td>Same as PAR Provider Benefit</td>
</tr>
<tr>
<td>Hospice Outpatient (including hospice home visits)</td>
<td>100% after deductible</td>
<td>Same as PAR Provider Benefit</td>
</tr>
<tr>
<td>Hospice Qualified Practitioner Visit</td>
<td>100% after deductible</td>
<td>Same as PAR Provider Benefit</td>
</tr>
</tbody>
</table>

### HOME HEALTH CARE SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Health Care Services</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Home Health Care Yearly Limits</td>
<td>90 visits per covered person per calendar year. Manipulations are not included. Please refer to the chiropractic section for manipulation reimbursement.</td>
<td></td>
</tr>
</tbody>
</table>

Home therapy benefits will be reimbursed under the home health care benefit.

If therapies are done in the home (such as physical or occupational therapy), these therapy services will apply to the therapy limits.

If therapies and home health visits are done on the same day the services will track as one visit per day.
### HOME HEALTH CARE SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Health Care Ancillary Services (excluding durable medical equipment, prosthetics and private duty nursing)</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
</tbody>
</table>

### DURABLE MEDICAL EQUIPMENT (DME)

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Durable Medical Equipment (DME)</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Prosthesis</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Wigs for cancer patients with hair loss resulting from chemotherapy and/or radiation therapy</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Wig Dollar Limit</td>
<td>$500 per covered person per calendar year</td>
<td></td>
</tr>
</tbody>
</table>
## SPECIALTY DRUGS

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specialty Drugs (Qualified Practitioner’s Office Visit, Home Health Care, Freestanding Facility and Urgent Care)</td>
<td>Payable the same as any other sickness.</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Specialty Drugs (Emergency Room, Ambulance, Inpatient Hospital, Outpatient Hospital and Skilled Nursing Facility)</td>
<td>Payable the same as any other sickness.</td>
<td>Payable the same as any other sickness.</td>
</tr>
</tbody>
</table>

## AMBULANCE SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Ambulance</td>
<td>100% after deductible</td>
<td>Same as PAR Provider Benefit</td>
</tr>
<tr>
<td>Air Ambulance</td>
<td>100% after deductible</td>
<td>Same as PAR Provider Benefit</td>
</tr>
</tbody>
</table>
## TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporomandibular Joint Dysfunction (TMJ) (Other than Splint/Appliances)</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Temporomandibular Joint Dysfunction (TMJ) Splint/Appliances</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
</tbody>
</table>

## DENTAL INJURY SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Dental Injuries</em></td>
<td>Payable the same as any other <em>sickness.</em></td>
<td>Payable the same as any other <em>sickness.</em></td>
</tr>
</tbody>
</table>

Please see the Medical Covered Expenses section, Dental Injury, for benefit details.
### INFERTILITY SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infertility Counseling and Treatment (Follows state mandates)</td>
<td>Payable the same as any other sickness.</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Artificial Means of Achieving Pregnancy</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Sexual Dysfunction/Impotence</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

### THERAPY SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chiropractic Examinations</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Chiropractic Laboratory and X-ray</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Chiropractic Manipulations</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Chiropractic Therapy</td>
<td>100% after deductible</td>
<td>70% after deductible</td>
</tr>
<tr>
<td>Chiropractic Limits</td>
<td>12 visits per covered person per calendar year.</td>
<td>The visit limit applies to the following chiropractic benefits: therapies and manipulations</td>
</tr>
</tbody>
</table>
### THERAPY SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical therapy, when provided by a chiropractor, will deplete the chiropractic limits.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical Therapy (Clinic and Outpatient)</td>
<td>100% after <strong>deductible</strong></td>
<td>70% after <strong>deductible</strong></td>
</tr>
<tr>
<td>Occupational Therapy (Clinic and Outpatient)</td>
<td>100% after <strong>deductible</strong></td>
<td>70% after <strong>deductible</strong></td>
</tr>
<tr>
<td>Speech Therapy (Clinic and Outpatient)</td>
<td>100% after <strong>deductible</strong></td>
<td>70% after <strong>deductible</strong></td>
</tr>
<tr>
<td>Cognitive Therapy (Clinic and Outpatient)</td>
<td>100% after <strong>deductible</strong></td>
<td>70% after <strong>deductible</strong></td>
</tr>
<tr>
<td>Physical Therapy Limits</td>
<td>20 visits per <strong>covered person per calendar year</strong></td>
<td></td>
</tr>
<tr>
<td>Occupational Therapy Limits</td>
<td>20 visits per <strong>covered person per calendar year</strong></td>
<td></td>
</tr>
<tr>
<td>Speech Therapy Limits</td>
<td>20 visits per <strong>covered person per calendar year</strong></td>
<td></td>
</tr>
<tr>
<td>Cognitive Therapy Limits</td>
<td>20 visits per <strong>covered person per calendar year</strong></td>
<td></td>
</tr>
<tr>
<td>Acupuncture</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Respiratory Therapy and Pulmonary Therapy (Clinic and Outpatient)</td>
<td>100% after <strong>deductible</strong></td>
<td>70% after <strong>deductible</strong></td>
</tr>
</tbody>
</table>
## THERAPY SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vision Therapy (eye exercises to strengthen the muscles of the eye) (Clinic and Outpatient)</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Chemotherapy (Clinic and Outpatient)</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Radiation Therapy (Clinic and Outpatient)</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
<tr>
<td>Cardiac Rehabilitation (Phase II)</td>
<td>100% after <em>deductible</em></td>
<td>70% after <em>deductible</em></td>
</tr>
</tbody>
</table>

Phase I is covered under the inpatient facility benefits. Phase III, an unsupervised exercise program, is not covered.
**TRANSPLANT SERVICES**

*Preauthorization* is required, if *preauthorization* is not received, organ transplant *services* will not be covered.

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>HUMANA NATIONAL TRANSPLANT NETWORK (NTN) FACILITY (Payable at the PAR Provider Benefit Level)</th>
<th>NON-HUMANA NATIONAL TRANSPLANT NETWORK (NTN) FACILITY (Payable at the Non-PAR Provider Benefit Level)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organ Transplant Medical Services</td>
<td>Payable the same as any other sickness.</td>
<td>Payable the same as any other sickness.</td>
</tr>
<tr>
<td>Organ Transplant Medical Services Limits</td>
<td>None</td>
<td>$35,000 per covered person per covered transplant</td>
</tr>
<tr>
<td>Non-Medical Services - Lodging and Transportation</td>
<td>100%</td>
<td>Not Covered</td>
</tr>
<tr>
<td>Non-Medical Services - Lodging and Transportation Combined Limits</td>
<td>$10,000 per covered transplant</td>
<td>Not applicable – lodging and transportation are not covered for a Non-Humana National Transplant Network provider</td>
</tr>
</tbody>
</table>

*Covered expenses* for organ transplants performed at a Humana National Transplant Network facility will aggregate toward the Plan *out-of-pocket limits*. *Covered expenses* for organ transplants performed at a facility other than a Humana National Transplant Network facility do not aggregate toward the Plan *out-of-pocket limits*. 
# BEHAVIORAL HEALTH INPATIENT SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient <em>Behavioral Health Room and Board and Ancillary Services</em></td>
<td>Payable the same as medical inpatient <em>hospital services.</em></td>
<td>Payable the same as medical inpatient <em>hospital services.</em></td>
</tr>
<tr>
<td>Inpatient <em>Behavioral Health Professional Services</em></td>
<td>Payable the same as medical inpatient <em>qualified practitioner services.</em></td>
<td>Payable the same as medical inpatient <em>qualified practitioner services.</em></td>
</tr>
<tr>
<td><em>Behavioral Health Residential Treatment Facility Services</em></td>
<td>Payable the same as medical inpatient <em>hospital and qualified practitioner services.</em></td>
<td>Payable the same as medical inpatient <em>hospital and qualified practitioner services.</em></td>
</tr>
<tr>
<td><em>Behavioral Health Half-way House Services</em></td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

# BEHAVIORAL HEALTH PARTIAL HOSPITALIZATION SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Behavioral Health Partial Hospitalization Services</em></td>
<td>Payable the same as medical outpatient non-surgical <em>hospital services.</em></td>
<td>Payable the same as medical outpatient non-surgical <em>hospital services.</em></td>
</tr>
</tbody>
</table>
### BEHAVIORAL HEALTH CLINIC, OUTPATIENT AND INTENSIVE OUTPATIENT SERVICES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behavioral Health Therapy and Office Visit Services (Clinic, Outpatient and Intensive Outpatient)</td>
<td>Payable the same as a primary care physician office visit.</td>
<td>Payable the same as a primary care physician office visit.</td>
</tr>
</tbody>
</table>

*Behavioral health services* not listed above, such as laboratory and x-ray, are payable the same as the *qualified practitioner* or facility, based on place of service.

<table>
<thead>
<tr>
<th>Covered Services</th>
<th>PAR Provider Benefit</th>
<th>Non-Par Provider Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Autism</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>ABA Therapy</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

### OTHER COVERED EXPENSES

<table>
<thead>
<tr>
<th>MEDICAL SERVICES</th>
<th>PAR PROVIDER BENEFIT</th>
<th>NON-PAR PROVIDER BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Covered Expenses</td>
<td>Payable the same as any other <em>sickness</em>.</td>
<td>Payable the same as any other <em>sickness</em>.</td>
</tr>
</tbody>
</table>
HOW BENEFITS PAY

This Plan may require you to satisfy deductible(s) before this Plan begins to share the cost of most medical services. If a deductible is required to be met before benefits are payable under this Plan, when it is satisfied, this Plan will share the cost of covered expenses at the coinsurance percentage until you have reached any applicable out-of-pocket limit. After you have met the out-of-pocket limit, if any, this Plan will pay covered expenses at 100% for the rest of the calendar year, subject to the maximum allowable fee(s), any maximum benefits and all other terms, provisions, limitations and exclusions of this Plan. Any applicable deductible, coinsurance, out-of-pocket limit amounts, medical services and medical service limits are stated on the Medical Schedule of Benefits.

DEDUCTIBLE

A deductible is a specified dollar amount that must be satisfied, either individually or combined as a covered family, per calendar year before this Plan pays benefits for certain specified services. Only charges which qualify as a covered expense may be used to satisfy the deductible. The single and family deductible amounts are stated on the Medical Schedule of Benefits.

Single Deductible

The single deductible applies to each covered person each calendar year. Once a covered person meets their single deductible, this Plan will begin to pay benefits for that covered person.

Family Deductible

The family deductible is the total deductible applied to all covered persons in one family in a calendar year. Once you and/or your covered dependents meet the family deductible, any remaining deductible for a covered person in the family will be waived for that year and this Plan will begin to pay benefits for all covered persons in the family.

PAR and Non-PAR Deductible Accumulation

If you and/or your covered dependents use a combination of PAR and Non-PAR providers, the PAR and Non-PAR deductibles will reduce each other and will reduce the out-of-pocket limits.

COINSURANCE

Coinsurance means the shared financial responsibility for covered expenses between the covered person and this Plan.

Covered expenses are payable at the applicable coinsurance percentage rate shown on the Medical Schedule of Benefits after the deductible, if any, is satisfied each calendar year, subject to any calendar year maximums.

OUT-OF-POCKET LIMIT

An out-of-pocket limit is a specified dollar amount that must be satisfied, either individually or combined as a covered family, per calendar year before a benefit percentage will be increased. The single and family out-of-pocket limits are stated on the Medical Schedule of Benefits.
Single Out-of-Pocket Limits

Once a covered person satisfies the single out-of-pocket limits, this Plan will pay 100% of covered expenses for the remainder of the calendar year for that covered person, unless specifically indicated, subject to any calendar year maximums. The single out-of-pocket limits include the deductible and coinsurance.

Family Out-of-Pocket Limit

Once the family out-of-pocket limit is met by a combination of you and/or your covered dependents, this Plan will pay 100% of covered expenses for the remainder of the calendar year for the family, unless specifically indicated, subject to any calendar year maximums. The family out-of-pocket limits include the deductible and coinsurance.

PAR and Non-PAR Out-of-Pocket Limit Accumulation

If you and/or your covered dependents use a combination of PAR and Non-PAR providers, the out-of-pocket limits will not reduce each other.

Penalties, organ transplants performed at a facility that is not a Humana National Transplant Network facility and specialty drugs obtained in a qualified practitioner’s office, home health care, urgent care or freestanding facility do not apply to the out-of-pocket limits.

ROUTINE/PREVENTIVE SERVICES

Covered expenses are payable as shown on the Medical Schedule of Benefits and include the preventive services recommended by the U.S. Department of Health and Human Services (HHS) for your plan year as follows:

1. Services with an A or B rating in the current recommendations of the U.S. Preventive Services Task Force (USPSTF). The recommendations by the USPSTF for breast cancer screenings, mammography and preventions issued prior to November 2009 will be considered current.

2. Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC).

3. Preventive care for infants, children and adolescents provided in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).

4. Preventive care for women provided in the comprehensive guidelines supported by HRSA.

For the recommended preventive services that apply to your plan year, refer to the U.S. Department of Health and Human Services (HHS) website at www.healthcare.gov or call the toll-free customer service telephone number listed on your Humana ID card.

The exclusion for services which are not medically necessary does not apply to routine/preventive care services.
No benefits are payable under this routine/preventive care benefit for a medical examination for a bodily injury or sickness, a medical examination caused by or resulting from pregnancy, or a dental examination.

**ROUTINE VISION SERVICES**

Routine vision services are payable as shown on the Medical Schedule of Benefits.

The exclusion for services which are not medically necessary does not apply to routine vision examinations and refraction.

No benefits are payable under this routine vision benefit for repair, maintenance or supplies for eyeglass frames and lenses and contact lenses, a medical examination for a bodily injury or sickness, or medical and/or surgical treatment of the eye.

**ROUTINE HEARING SERVICES**

Routine hearing services are payable as shown on the Medical Schedule of Benefits.

The exclusion for services which are not medically necessary does not apply to routine hearing examinations and testing.

No benefits are payable under this routine hearing benefit for repair, maintenance or supplies for hearing aids, a medical examination for a bodily injury or sickness, or medical and/or surgical treatment of the ear.

**QUALIFIED PRACTITIONER SERVICES**

Qualified practitioner services are payable as shown on the Medical Schedule of Benefits.

**Second Surgical Opinion**

If you obtain a second surgical opinion, the qualified practitioners providing the surgical opinions MUST NOT be in the same group practice or clinic. If the two opinions disagree, you may obtain a third opinion. Benefits for the third opinion are payable the same as for the second opinion. The qualified practitioner providing the second or third surgical opinion may confirm the need for surgery or present other treatment options. The decision whether or not to have the surgery is always yours.

**Multiple Surgical Procedures**

If multiple or bilateral surgical procedures are performed at one operative session, the amount payable for these procedures will be limited to the maximum allowable fee for the primary surgical procedure. When a participating provider is utilized, subsequent procedures will be paid in accordance with the provider contract. When a non-participating provider is utilized, the amount payable will be: a) 50% of the maximum allowable fee for the secondary procedure; and b) 25% of the maximum allowable fee for the third and subsequent procedures. No benefits will be payable for incidental procedures.

**Surgical Assistant/Assistant Surgeon**

Surgical assistants and/or assistant surgeon will be paid at 20% of the covered expense for surgery.
Physician Assistant

Physician assistants will be paid at 20% of the covered expense for surgery.

DENTAL/ORAL SURGERIES COVERED UNDER THE MEDICAL PLAN

Oral surgical operations due to a bodily injury or sickness are payable as shown on the Medical Schedule of Benefits and include the following procedures:

1. Excision of partially or completely unerupted impacted teeth;
2. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when such conditions require pathological examination;
3. Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
4. Reduction of fractures and dislocations of the jaw;
5. External incision and drainage of cellulitis;
6. Incision of accessory sinuses, salivary glands or ducts;
7. Frenectomy (the cutting of the tissue in the midline of the tongue);
8. Dental osteotomies.

REVERSAL OF STERILIZATION AND ABORTIONS

Family planning services are payable as shown on the Medical Schedule of Benefits.

The exclusion for services which are not medically necessary does not apply to family planning services, except life-threatening abortions.

MATERNITY

Maternity services, including normal maternity, c-section and complications, are payable as shown on the Medical Schedule of Benefits.

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother’s or newborn’s attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). An attending provider is defined as an individual who is licensed under applicable state law to provide maternal or pediatric care and who is directly responsible for providing such care to a mother or newborn child. The definition of attending provider does not include a plan, hospital, managed care organization or other issuer. In any case, plans may not, under Federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).
Newborns

Covered expenses incurred during a newborn child's initial inpatient hospital confinement include hospital expenses for nursery room and board and miscellaneous services, qualified practitioner's expenses for circumcision and qualified practitioner's expenses for routine examination before release from the hospital. Covered expenses also include services for the treatment of a bodily injury or sickness, care or treatment for premature birth and medically diagnosed birth defects and abnormalities.

Please refer to the Eligibility and Effective Date of Coverage section regarding newborn eligibility and enrollment.

Birthing Centers

A birthing center is a free standing facility, licensed by the state, which provides prenatal care, delivery, immediate postpartum care and care of the newborn child. Services are payable when incurred within 48 hours after confinement in a birthing center for services and supplies furnished for prenatal care and delivery.

INPATIENT HOSPITAL

Inpatient hospital services are payable as shown on the Medical Schedule of Benefits, and include charges made by a hospital for daily semi-private, ward, intensive care or coronary care room and board charges for each day of confinement and services furnished for your treatment during 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.

SKILLED NURSING FACILITY

Expenses incurred for daily room and board and general nursing services for each day of confinement in a skilled nursing facility are payable as shown on the Medical Schedule of Benefits. The daily rate will not exceed the maximum daily rate established for licensed skilled nursing care facilities by the Department of Health and Social Services.

Covered expenses for a skilled nursing facility confinement are payable when the confinement:

1. Occurs while you or an eligible dependent are covered under this Plan;
2. Begins after discharge from a hospital confinement or a prior covered skilled nursing facility confinement;
3. Is necessary for care or treatment of the same bodily injury or sickness which caused the prior confinement; and
4. Occurs while you or an eligible dependent are under the regular care of a physician.

Skilled nursing facility means only an institution licensed as a skilled nursing facility and lawfully operated in the jurisdiction where located. It must maintain and provide:

1. Permanent and full-time bed care facilities for resident patients;
2. A physician's services available at all times;

3. 24-hour-a-day skilled nursing services under the full-time supervision of a physician or registered nurse (R.N.);

4. A daily record for each patient;

5. Continuous skilled nursing care for sick or injured persons during their convalescence from sickness or bodily injury; and

6. A utilization review plan.

A skilled nursing facility is not except by incident, a rest home, a home for care of the aged, or engaged in the care and treatment of mental health or substance abuse.

OUTPATIENT AND AMBULATORY SURGICAL CENTER

Outpatient facility and ambulatory surgical center services are payable as shown on the Medical Schedule of Benefits.

EMERGENCY AND URGENT CARE SERVICES

Emergency and urgent care services are payable as shown on the Medical Schedule of Benefits.

HOSPICE SERVICES

Hospice services are payable as shown on the Medical Schedule of Benefits, and must be furnished in a hospice facility or in your home. A qualified practitioner must certify you are terminally ill with a life expectancy of six months or less.

For hospice services only, your immediate family is considered to be your parent, spouse, children or step-children.

Covered expenses are payable for the following hospice services:

1. Room and board and other services and supplies;

2. Part-time nursing care by, or supervised by, a registered nurse for up to 8 hours per day;

3. Counseling services by a qualified practitioner for the hospice patient and the immediate family;

4. Medical social services provided to you or your immediate family under the direction of a qualified practitioner, which include the following:
   a. Assessment of social, emotional and medical needs, and the home and family situation;
   b. Identification of the community resources available; and
   c. Assistance in obtaining those resources;

5. Nutritional counseling;
6. Physical or occupational therapy;
7. Part-time home health aide service for up to 8 hours in any one day;
8. Medical supplies, drugs and medicines prescribed by a *qualified practitioner*.

Hospice care benefits do NOT include:

1. Private duty nursing *services* when *confined* in a hospice facility;
2. A *confinement* not required for pain control or other acute chronic symptom management;
3. Funeral arrangements;
4. Financial or legal counseling, including estate planning or drafting of a will;
5. Homemaker or caretaker *services*, including a sitter or companion *services*;
6. Housecleaning and household maintenance;
7. *Services* of a social worker other than a licensed clinical social worker;
8. *Services* by volunteers or persons who do not regularly charge for their *services*; or
9. *Services* by a licensed pastoral counselor to a member of his or her congregation when *services* are in the course of the duties to which he or she is called as a pastor or minister.

Hospice care program means a written plan of hospice care, established and reviewed by the *qualified practitioner* attending the patient and the hospice care agency, for providing palliative and supportive care to hospice patients. It offers supportive care to the families of hospice patients, an assessment of the hospice patient's medical and social needs, and a description of the care to meet those needs.

Hospice facility means a licensed facility or part of a facility which principally provides hospice care, keeps medical records of each patient, has an ongoing quality assurance program and has a physician on call at all times. A hospice facility provides 24-hour-a-day nursing *services* under the direction of a R.N. and has a full-time administrator.

Hospice care agency means an agency which has the primary purpose of providing hospice *services* to hospice patients. It must be licensed and operated according to the laws of the state in which it is located and meets all of these requirements: (1) has obtained any required certificate of need; (2) provides 24-hours a day, 7 day-a-week service supervised by a *qualified practitioner*; (3) has a full-time coordinator; (4) keeps written records of *services* provided to each patient; (5) has a nurse coordinator who is a R.N., who has four years of full-time clinical experience, of which at least two involved caring for terminally ill patients; and, (6) has a licensed social service coordinator.

A hospice care agency will establish policies for the provision of hospice care, assess the patient's medical and social needs and develop a program to meet those needs. It will provide an ongoing quality assurance program, permit area medical personnel to use its *services* for their patients, and use volunteers trained in care of, and *services* for, non-medical needs.
HOME HEALTH CARE

Expenses incurred for home health care are payable as shown on the Medical Schedule of Benefits. The maximum weekly benefit for such coverage may not exceed the maximum allowable weekly cost for care in a skilled nursing facility.

Each visit by a home health care provider for evaluating the need for, developing a plan, or providing services under a home health care plan will be considered one home health care visit. Up to 4 consecutive hours of service in a 24-hour period is considered one home health care visit. A visit by a home health care provider of 4 hours or more is considered one visit for every 4 hours or part thereof.

Home health care provider means an agency licensed by the proper authority as a home health agency or Medicare approved as a home health agency.

Home health care will not be reimbursed unless this Plan determines:

1. Hospitalization or confinement in a skilled nursing facility would otherwise be required if home care were not provided;

2. Necessary care and treatment are not available from a family member or other persons residing with you; and

3. The home health care services will be provided or coordinated by a state-licensed or Medicare-certified home health agency or certified rehabilitation agency.

The home health care plan must be reviewed and approved by the qualified practitioner under whose care you are currently receiving treatment for the bodily injury or sickness which requires the home health care.

The home health care plan consists of:

1. Care by or under the supervision of a registered nurse (R.N.);

2. Physical, speech, occupational, cognitive and respiratory therapy and home health aide services; and

3. Medical supplies, laboratory services and nutritional counseling, if such services and supplies would have been covered if you were hospital confined.

Home health care benefits do not include:

1. Charges for mileage or travel time to and from the covered person's home;

2. Wage or shift differentials for home health care providers;

3. Charges for supervision of home health care providers;

4. Private duty nursing;

5. Durable medical equipment and prosthetics.
DURABLE MEDICAL EQUIPMENT (DME)

Durable medical equipment (DME) is payable as shown on the Medical Schedule of Benefits and includes DME provided within a covered person’s home. Rental is allowed up to, but not to exceed, the total purchase price of the durable medical equipment (DME). This Plan, at its option, may authorize the purchase of DME in lieu of its rental, if the rental price is projected to exceed the purchase price. Oxygen and rental of equipment for its administration and insulin infusion pumps in the treatment of diabetes are considered DME.

Repair or maintenance of purchased DME is a covered expense if:

1. The manufacturer’s warranty is expired; and
2. Repair or maintenance is not a result of misuse or abuse; and
3. Maintenance is not more frequent than every 6 months; and
4. The repair cost is less than the replacement cost.

Replacement of purchased DME is a covered expense if:

1. The manufacturer’s warranty is expired; and
2. The replacement cost is less than the repair cost; and
3. The replacement is not due to lost or stolen equipment or misuse or abuse of the equipment; or
4. Replacement is required due to a change in condition that makes the current equipment non-functional.

Duplicate DME is not covered.

Prosthetics

Initial prosthetic devices or supplies, including but not limited to, limbs and eyes are payable as shown on the Medical Schedule of Benefits. Coverage will be provided for prosthetic devices necessary to restore minimal basic function. Replacement is a covered expense if due to pathological changes or growth. Repair of the basic prosthetic device, including replacing a part or putting together what is broken, is a covered expense.

SPECIALTY DRUG MEDICAL BENEFIT

Specialty drugs are payable as shown on the Medical Schedule of Benefits. For more information regarding the specific specialty drugs covered under this Plan, please call the toll-free customer service telephone number listed on your Humana ID card or visit Humana’s website at www.humana.com.

AMBULANCE

Local professional ground or air ambulance service to the nearest hospital equipped to provide the
necessary treatment is covered as shown on the Medical Schedule of Benefits. Ambulance service must not be provided primarily for the convenience of the patient or the qualified practitioner.

TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)

Covered expenses are payable as shown on the Medical Schedule of Benefits for any jaw joint problem including any temporomandibular joint disorder, craniomaxillary, craniomandibular disorder or other conditions of the joint linking the jaw bone and skull and treatment of the facial muscles used in expression and mastication functions, for symptoms including but not limited to, headaches. These expenses do not include charges for orthodontic services.

DENTAL INJURY

Dental injury services are payable as shown on the Medical Schedule of Benefits and include charges for services for the treatment of a dental injury to a sound natural tooth, including but not limited to extraction and initial replacement.

Services for teeth injured as a result of chewing are not covered.

Services must begin within 90 days after the date of the dental injury. Services must be completed within 12 months after the date of the dental injury.

Benefits will be paid only for expenses incurred for the least expensive service that will produce a professionally adequate result as determined by this Plan.

INFERTILITY

Infertility services are payable for you or your covered dependent spouse as shown on the Medical Schedule of Benefits. Will follow state mandates.

THERAPY SERVICES

Therapy services are payable as shown on the Medical Schedule of Benefits.

Chiropractic Care

Chiropractic care for the treatment of a bodily injury or sickness is payable as shown on the Schedule of Medical Benefits.

TRANSPLANT SERVICES

This Plan will pay benefits for the expense of a transplant as defined below for a covered person when approved in advance by Humana, subject to those terms, conditions and limitations described below and contained in this Plan. Please call the toll-free customer service telephone number listed on your Humana ID card when in need of these services.
Preauthorization

*Preauthorization* is required. If *preauthorization* is not received, transplant *services* will not be covered.

Covered Organ Transplant

Only the *services*, care and treatment received for, or in connection with, the pre-approved transplant of the organs identified hereafter, which are determined by Humana to be *medically necessary services* and which are not *experimental, investigational or for research purposes* will be covered by this Plan. The transplant includes: pre-transplant *services*, transplant inclusive of any chemotherapy and associated *services*, post-discharge *services* and treatment of complications after transplantation of the following organs or procedures only:

1. Heart;
2. Lung(s);
3. Liver;
4. Kidney;
5. Bone Marrow*;
6. Intestine;
7. Pancreas;
8. Auto islet cell;
9. Multivisceral;
10. Any combination of the above listed organs;
11. Any organ not listed above required by federal law.

*The term bone marrow refers to 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 a transplant of bone marrow, the term bone marrow includes the harvesting, the transplantation and the chemotherapy components. Storage of cord blood and stem cells will not be covered unless as an integral part of a transplant of bone marrow approved by Humana.

Corneal transplants and porcine heart valve implants, which are tissues rather than organs, are considered part of regular plan benefits and are subject to other applicable provisions of this Plan.
For a transplant to be considered fully approved, prior written approval from Humana is required in advance of the transplant. You or your qualified practitioner must notify Humana in advance of your need for an initial transplant evaluation in order for Humana to determine if the transplant will be covered. For approval of the transplant itself, Humana must be given a reasonable opportunity to review the clinical results of the evaluation before rendering a determination.

Once the transplant is approved, Humana will advise the covered person’s qualified practitioner. Benefits are payable only if the pre-transplant services, the transplant and post-discharge services are approved by Humana.

**Exclusions**

No benefit is payable for, or in connection with, a transplant if:

1. It is *experimental, investigational or for research purposes* as defined in the Definitions section;
2. Humana is not contacted for authorization prior to referral for evaluation of the transplant;
3. Humana does not approve coverage for the transplant, based on its established criteria;
4. Expenses are eligible to be paid under any private or public research fund, government program, except Medicaid, or another funding program, whether or not such funding was applied for or received;
5. The expense relates to the transplantation of any non-human organ or tissue, unless otherwise stated in this Plan;
6. The expense relates to the donation or acquisition of an organ for a recipient who is not covered by this Plan;
7. A denied transplant is performed; this includes the pre-transplant evaluation, pre-transplant services, the transplant procedure, post-discharge services, immunosuppressive drugs and complications of such transplant;
8. The covered person for whom a transplant is requested has not met pre-transplant criteria as established by Humana.

**Covered Services**

For approved transplants, and all related complications, this Plan will cover only the following expenses:

1. *Hospital and qualified practitioner services*, payable as shown on the Medical Schedule of Benefits. If services are rendered at a Humana National Transplant Network (NTN) facility, covered expenses are paid in accordance to the NTN contracted rates;
2. Organ acquisition and donor costs. Except for bone marrow transplants, donor costs are not payable under this Plan if they are payable in whole or in part by any other group plan, insurance company, organization or person other than the donor's family or estate. Coverage for bone marrow transplants procedures will include costs associated with the donor-patient to the same extent and limitations associated with the covered person;

3. Direct, non-medical costs for the covered person, when the transplant is performed at a Humana National Transplant Network facility, will be paid as shown on the Medical Schedule of Benefits, for: (a) transportation to and from the hospital where the transplant is performed; and (b) temporary lodging at a prearranged location when requested by the hospital and approved by Humana. These direct, non-medical costs are only available if the covered person lives more than 100 miles from the transplant facility;

4. Direct, non-medical costs for one support person of the covered person (two persons if the patient is under age 18 years), when the transplant is performed at a Humana National Transplant Network facility, will be paid as shown on the Medical Schedule of Benefits, for: (a) transportation to and from the approved facility where the transplant is performed; and (b) temporary lodging at a prearranged location during the covered person's confinement in the hospital. These direct, non-medical costs are only available if the covered person's support person(s) live more than 100 miles from the transplant facility.

Non-medical costs are not covered if a transplant is performed at a facility that is not a Humana National Transplant Network facility.

BEHAVIORAL HEALTH SERVICES

Expense incurred by you during a plan of treatment for behavioral health is payable as shown on the Medical Schedule of Benefits for:

1. Charges made by a qualified practitioner;

2. Charges made by a hospital;

3. Charges made by a qualified treatment facility;

4. Charges for x-ray and laboratory expenses.

Inpatient Services

Covered expenses while confined as a registered bed patient in a hospital or qualified treatment facility are payable as shown on the Medical Schedule of Benefits.

Outpatient Services

Covered expenses for outpatient treatment received while not confined in a hospital or qualified treatment facility are payable as shown on the Medical Schedule of Benefits.
Limitations

No benefits are payable under this provision for marriage counseling, treatment of nicotine habit or addiction, or for treatment of being obese or overweight.

Treatment must be provided for the cause for which benefits are payable under this provision of the Plan.

OTHER COVERED EXPENSES

The following are other covered expenses payable as shown on the Medical Schedule of Benefits:

1. Blood and blood plasma are payable as long as it is NOT replaced by donation, and administration of blood and blood products including blood extracts or derivatives;

2. Casts, trusses, crutches, orthotics, splints and braces. Orthotics must be custom made or custom fitted, made of rigid or semi-rigid material. Oral or dental splints and appliances must be custom made and for the treatment of documented obstructive sleep apnea. Unless specifically stated otherwise, fabric supports, replacement orthotics and braces, oral splints and appliances, dental splints and appliances, and dental braces are not a covered expense;

3. Reconstructive surgery 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;

4. Reconstructive services following a covered mastectomy, including but not limited to:
   a. Reconstruction of the breast on which the mastectomy was performed;
   b. Reconstruction of the other breast to achieve symmetry;
   c. Prosthesis; and
   d. Treatment of physical complications of all stages of the mastectomy, including lymphedemas;

5. Routine costs associated with clinical trials, when approved by this Plan. For additional details, go to www.humana.com or call the toll-free customer service telephone number listed on your Humana ID card.

6. Cranial banding, when approved by this Plan. For additional details, go to www.humana.com or call the toll-free customer service telephone number listed on your Humana ID card.
LIMITATIONS AND EXCLUSIONS

This Plan does not provide benefits for:

1. **Services:**
   a. Not furnished by a qualified practitioner or qualified treatment facility;
   b. Not authorized or prescribed by a qualified practitioner;
   c. Not specifically covered by this Plan whether or not prescribed by a qualified practitioner;
   d. Which are not provided;
   e. For which no charge is made, or for which you would not be required to pay if you were not covered under this Plan unless charges are received from and reimbursable to the United States Government or any of its agencies as required by law;
   f. Furnished by or payable under any plan or law through any government or any political subdivision (this does not include Medicare or Medicaid);
   g. Furnished for a military service connected sickness or bodily injury by or under an agreement with a department or agency of the United States Government, including the Department of Veterans Affairs;
   h. Performed in association with a service that is not covered under this Plan.

2. Immunizations required for foreign travel;

3. Radial keratotomy, refractive keratoplasty or any other surgery to correct myopia, hyperopia or stigmatic error;

4. **Services** related to gender change;

5. **Cosmetic surgery** and cosmetic services or devices, unless for reconstructive surgery:
   a. Resulting from a bodily injury, infection or other disease of the involved part, when functional impairment is present; or
   b. Resulting from a congenital disease or anomaly of a covered dependent child which resulted in a functional impairment.

Expense incurred for reconstructive surgery performed due to the presence of a psychological condition is not covered, unless the condition(s) described above are also met;

6. Hair prosthesis, hair transplants or hair implants;

7. Dental services or appliances for the treatment of the teeth, gums, jaws or alveolar processes, including but not limited to, implants and related procedures, routine dental extractions and orthodontic procedures, unless specifically provided under this Plan;

8. **Services** which are:
   b. Extended beyond the period necessary for evaluation and diagnosis of learning and behavioral disabilities or for mental retardation.

9. Marriage counseling;

10. **Court-ordered mental health or substance abuse services**;
11. Education or training, unless otherwise specified in this Plan;

12. Educational or vocational therapy, testing, services or schools, including therapeutic boarding schools and other therapeutic environments. Educational or vocational videos, tapes, books and similar materials are also excluded;

13. Expenses for services that are primarily and customarily used for environmental control or enhancement (whether or not prescribed by a qualified practitioner) and certain medical devices including, but not limited to:
   a. Common household items including air conditioners, air purifiers, water purifiers, vacuum cleaners, waterbeds, hypoallergenic mattresses or pillows or exercise equipment;
   b. Motorized transportation equipment (e.g. scooters), escalators, elevators, ramps or modifications or additions to living/working quarters or transportation vehicles;
   c. Personal hygiene equipment including bath/shower chairs and transfer equipment or supplies;
   d. Personal comfort items including cervical pillows, gravity lumbar reduction chairs, swimming pools, whirlpools, spas or saunas;
   e. Medical equipment including blood pressure monitoring devices, PUVA lights and stethoscopes;
   f. Communication system, telephone, television or computer systems and related equipment or similar items or equipment;
   g. Communication devices, except after surgical removal of the larynx or a diagnosis of permanent lack of function of the larynx.

14. Any medical treatment, procedure, drug, biological product or device which is experimental, investigational or for research purposes, unless otherwise specified in this Plan;

15. Services that are not medically necessary, except routine/preventive services;

16. Charges in excess of the maximum allowable fee for the service;

17. Services provided by a person who ordinarily resides in your home or who is a family member;

18. Any expense incurred prior to your effective date under this Plan or after the date your coverage under this Plan terminates, except as specifically described in this Plan;

19. Expenses incurred for which you are entitled to receive benefits under your previous dental or medical plan;

20. Any expense due to the covered person's:
   a. Engaging in an illegal occupation; or
   b. Commission of or an attempt to commit a criminal act.

21. Any loss caused by or contributed to:
   a. War or any act of war, whether declared or not;
   b. Insurrection; or
   c. Any act of armed conflict, or any conflict involving armed forces of any authority.
22. Any expense incurred for services received outside of the United States, except for emergency care services, unless otherwise determined by this Plan;

23. Treatment of nicotine habit or addiction, including, but not limited to hypnosis, smoking cessation products, classes or tapes, unless otherwise determined by this Plan;

24. Vitamins, dietary supplements and dietary formulas, except enteral formulas, nutritional supplements or low protein modified food products for the treatment of an inherited metabolic disease, e.g. phenylketonuria (PKU);

25. Prescription drugs and self-administered injectable drugs, unless administered to you:
   a. While inpatient in a hospital, qualified treatment facility or skilled nursing facility; or
   b. By the following, when deemed appropriate by this Plan: a qualified practitioner, during an office visit, while outpatient, or at a home health care agency as part of a covered home health care plan approved by this Plan.

26. Any drug prescribed, except:
   a. FDA approved drugs utilized for FDA approved indications; or
   b. FDA approved drugs utilized for off-label drug indications recognized in at least one compendia reference or peer-reviewed medical literature deemed acceptable to this Plan.

27. Off-evidence drug indications;

28. Over-the-counter, non-prescription medications, unless for drugs, medicines or medications on the Women's Healthcare Drug List with a prescription from a qualified practitioner. See the Prescription Drug Benefit;

29. Over-the-counter medical items or supplies that can be provided or prescribed by a qualified practitioner but are also available without a written order or prescription, except for preventive services (with a prescription from a qualified practitioner);

30. Growth hormones (medications, drugs or hormones to stimulate growth);

31. Therapy and testing for treatment of allergies including, but not limited to, services related to clinical ecology, environmental allergy and allergic immune system dysregulation and sublingual antigen(s), extracts, neutralization test and/or treatment UNLESS such therapy or testing is approved by:
   a. The American Academy of Allergy and Immunology, or
   b. The Department of Health and Human Services or any of its offices or agencies.

32. Professional pathology or radiology charges, including but not limited to, blood counts, multi-channel testing, and other clinical chemistry tests, when:
   a. The services do not require a professional interpretation, or
   b. The qualified practitioner did not provide a specific professional interpretation of the test results of the covered person.

33. Services that are billed incorrectly or billed separately, but are an integral part of another billed service;
34. Expenses for health clubs or health spas, aerobic and strength conditioning, work-hardening programs or weight loss or similar programs, and all related material and product for these programs;

35. *Alternative medicine*;

36. *Services* rendered in a premenstrual syndrome clinic or holistic medicine clinic;

37. *Services* of a midwife, unless provided by a Certified Nurse Midwife;

38. The following types of care of the feet:
   a. Shock wave therapy of the feet.
   b. The treatment of weak, strained, flat, unstable or unbalanced feet.
   c. Hygienic care and the treatment of superficial lesions of the feet, such as corns, calluses or hyperkeratosis.
   d. The treatment of tarsalgia, metatarsalgia, or bunion, except surgically.
   e. The cutting of toenails, except the removal of the nail matrix.
   f. The provision of heel wedges, lifts or shoe inserts.
   g. The provision of arch supports or orthopedic shoes. Arch supports and orthopedic shoes are covered if medically necessary because of diabetes or hammertoe.

39. *Custodial care and maintenance care*;

40. Weekend non-emergency *hospital admissions*, specifically admissions to a hospital on a Friday or Saturday at the convenience of the covered person or his or her qualified practitioner when there is no cause for an emergency admission and the covered person receives no surgery or therapeutic treatment until the following Monday;

41. *Hospital inpatient services* when you are in observation status;

42. *Services* rendered by a standby physician, surgical assistant, assistant surgeon, physician assistant, registered nurse or certified operating room technician unless medically necessary;

43. *Ambulance services* for routine transportation to, from or between medical facilities and/or a qualified practitioner’s office;

44. *Preadmission testing/procedural testing* duplicated during a hospital confinement;

45. Lodging accommodations or transportation, unless specifically provided under this Plan;

46. Communications or travel time;

47. No benefits will be provided for the following, unless otherwise determined by this Plan:
   a. Immunotherapy for recurrent abortion;
   b. Chemonucleolysis;
   c. Biliary lithotripsy;
   d. Home uterine activity monitoring;
   e. Sleep therapy;
   f. Light treatments for Seasonal Affective Disorder (S.A.D.);
   g. Immunotherapy for food allergy;
   h. Prolotherapy;
LIMITATIONS AND EXCLUSIONS (continued)

i. Hyperhidrosis surgery;
j. Lactation therapy; or
k. Sensory integration therapy.

48. Any covered expenses to the extent of any amount received from others for the bodily injuries or losses which necessitate such benefits. Without limitation, "amounts received from others" specifically includes, but is not limited to, liability insurance, workers' compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile med-pay payments or recovery from any identifiable fund regardless of whether the beneficiary was made whole;

49. Routine physical examinations and related services for occupation, employment, school, sports, camp, travel, purchase of insurance or premarital tests or examinations, unless specifically provided under this Plan;

50. Surrogate parenting;

51. Any bodily injury or sickness arising from or sustained in the course of any occupation or employment for compensation, profit or gain for which:
a. Benefits are provided or payable under any Workers' Compensation or Occupational Disease Act or Law, or
b. Coverage was available under any Workers' Compensation or Occupational Disease Act or Law regardless of whether such coverage was actually purchased.

52. The purchase, fitting or repair of eyeglass frames and lenses or contact lenses, unless specifically provided under this Plan;

53. Vision therapy;

54. Hearing aids, the fitting or repair of hearing aids or advice on their care; implantable hearing devices, except for cochlear implants and auditory brain stem implants as determined by this Plan;

55. Elective medical or surgical abortion, unless the pregnancy would endanger the life of the mother;

56. Services for a reversal of sterilization;

57. Contraceptive pills and patches and spermicide (see the Prescription Drug Benefit for coverage);

58. Private duty nursing, except in an inpatient hospital;

59. Obesity services;

60. Morbid obesity services;

61. Artificial means to achieve pregnancy or ovulation, including, but not limited to, artificial insemination, in vitro fertilization, spermatogenesis, gamete intra fallopian transfer (GIFT), zygote intra fallopian transfer (ZIFT), tubal ovum transfer, embryo freezing or transfer and sperm banking;
62. *Services* related to the treatment and/or diagnosis of sexual dysfunction/impotence;

63. Acupuncture;

64. *Applied behavioral analysis (ABA) therapy.*

65. Autism;

66. Halfway-house *services.*

**NOTE:** These limitations and exclusions apply even if a *qualified practitioner* has performed or prescribed a *medically necessary* procedure, treatment or supply. This does not prevent your *qualified practitioner* from providing or performing the procedure, treatment or supply, however, the procedure, treatment or supply will not be a *covered expense.*
BENEFITS SUBJECT TO THIS PROVISION

Benefits described in this Plan are coordinated with benefits provided by other plans under which you are also covered. This is to prevent duplication of coverage and a resulting increase in the cost of medical coverage.

For this purpose, a plan is one which covers medical or dental expenses and provides benefits or services by group, franchise or blanket insurance coverage. This includes group-type contracts not available to the general public, obtained and maintained only because of the covered person's membership in, or connection with, a particular organization or group, whether or not designated as franchise, blanket, or in some other fashion. Plan also includes any coverage provided through the following:

1. Employer, trustee, union, employee benefit, or other association; or
2. Governmental programs, programs mandated by state statute, or sponsored or provided by an educational institution.

This Coordination of Benefits provision does not apply to any individual policies or Blanket Student Accident Insurance provided by, or through, an educational institution. Allowable expense means any eligible expense, a portion of which is covered under one of the plans covering the person for whom claim is made. Each plan will determine what is an allowable expense according to the provisions of the respective plan. When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an allowable expense and a benefit paid.

EFFECT ON BENEFITS

One of the plans involved will pay benefits first. This is called the primary plan. All other plans are called secondary plans.

When this Plan is the secondary plan, the sum of the benefit payable will not exceed 100% of the total allowable expenses incurred under this Plan and any other plans included under this provision.

ORDER OF BENEFIT DETERMINATION

In order to pay claims, it must be determined which plan is primary and which plan(s) are secondary. A plan will pay benefits first if it meets one of the following conditions:

1. The plan has no coordination of benefits provision;
2. The plan covers the person as an employee;
3. For a child who is covered under both parents' plans, the plan covering the parent whose birthday (month and day) occurs first in the calendar year pays before the plan covering the other parent. If the birthdates of both parents are the same, the plan which has covered the person for the longer period of time will be determined the primary plan;

If a plan other than this Plan does not include provision 3, then the gender rule will be followed to determine which plan is primary.
4. In the case of dependent children covered under the plans of divorced or separated parents, the following rules apply:
   a. The plan of a parent who has custody will pay the benefits first;
   b. The plan of a step-parent who has custody will pay benefits next;
   c. The plan of a parent who does not have custody will pay benefits next;
   d. The plan of a step-parent who does not have custody will pay benefits next.

There may be a court decree which gives one parent financial responsibility for the medical or dental expenses of the dependent children. If there is a court decree, the rules stated above will not apply if they conflict with the court decree. Instead, the plan of the parent with financial responsibility will pay benefits first.

5. If a person is laid off or is retired or is a dependent of such person, that plan covers after the plan covering such person as an active employee or dependent of such employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule will be ignored.

If the above rules do not apply or cannot be determined, then the plan that covered the person for the longest period of time will pay first.

**COORDINATION OF BENEFITS WITH MEDICARE**

When an employer employs 100 or more persons, the benefits of this Plan will be payable first for a covered person who is under age 65 and eligible for Medicare. The benefits of Medicare will be payable second.

**MEDICARE PART A** means the Social Security program that provides hospital insurance benefits.

**MEDICARE PART B** means the Social Security program that provides medical insurance benefits.

For the purposes of determining benefits payable for any covered person who is eligible to enroll for Medicare Part B, but does not, Humana assumes the amount payable under Medicare Part B to be the amount the covered person would have received if he or she enrolled for it. A covered person is considered to be eligible for Medicare on the earliest date coverage under Medicare could become effective for him or her.

**OPTIONS**

Federal Law allows this Plan’s actively working covered employees age 65 or older and their covered spouses who are eligible for Medicare to choose one of the following options:

**OPTION 1** - The benefits of this Plan will be payable first and the benefits of Medicare will be payable second.

**OPTION 2** - Medicare benefits only. The covered person and his or her dependents, if any, will not be covered by this Plan.
Each covered employee and each covered spouse will be provided with the choice to elect one of these options at least one month before the covered employee or the covered spouse becomes age 65. All new covered employees and newly covered spouses age 65 or older will also be offered these options. If Option 1 is chosen, its issue is subject to the same requirements as for a covered employee or dependent who is under age 65.

Under Federal law, there are two categories of persons eligible for Medicare. The calculation and payments of benefits by this Plan differs for each category.

**CATEGORY 1 -** Medicare Eligibles are actively working covered employees age 65 or older and their age 65 or older covered spouses, and age 65 or older covered spouses of actively working covered employees who are under age 65.

**CATEGORY 2 -** Medicare Eligibles are any other covered persons entitled to Medicare, whether or not they enrolled for it. This category includes, but is not limited to, retired covered employees and their spouses or covered dependents of a covered employee other than his or her spouse.

**CALCULATION AND PAYMENT OF BENEFITS**

For covered persons in Category 1, benefits are payable by this Plan without regard to any benefits payable by Medicare. Medicare will then determine its benefits.

For covered persons in Category 2, Medicare benefits are payable before any benefits are payable by this Plan. The benefits of this Plan will then be reduced by the full amount of all Medicare benefits the covered person is entitled to receive, whether or not they were actually enrolled for Medicare.

**RIGHT OF RECOVERY**

This Plan reserves the right to recover benefit payments made for an allowable expense under this Plan in the amount which exceeds the maximum amount this Plan is required to pay under these provisions. This right of recovery applies to this Plan against:

1. Any person(s) to, for or with respect to whom, such payments were made; or

2. Any other insurance companies, or organizations which according to these provisions, owe benefits due for the same allowable expense under any other plan.

This Plan alone will determine against whom this right of recovery will be exercised.
CLAIM PROCEDURES

SUBMITTING A CLAIM

This section describes what a covered person (or his or her authorized representative) must do to file a claim for Plan benefits.

- A claim must be filed with Humana in writing and delivered to Humana by mail, postage prepaid. However, a submission to obtain preauthorization may also be filed with Humana by telephone;

- Claims must be submitted to Humana at the address indicated in the documents describing this Plan or claimant’s Humana ID card. Claims will not be deemed submitted for purposes of these procedures unless and until received at the correct address;

- Also, claims submissions must be in a format acceptable to Humana and compliant with any applicable legal requirements. Claims that are not submitted in accordance with the requirements of applicable federal law respecting privacy of protected health information and/or electronic claims standards will not be accepted by this Plan;

- Claims submissions must be timely. Claims must be filed as soon as reasonably possible after they are incurred, and in no event later than 15 months after the date the claim was incurred for Non-PAR provider claims, except if you were legally incapacitated. Claims should be submitted by a PAR provider in accordance with the timely filing period outlined in that provider’s contract with Humana (typically 180 days for physicians and 90 days for facilities and ancillary providers, however, a provider’s contractual timely filing period may vary). Plan benefits are only available for claims that are incurred by a covered person during the period that he or she is covered under this Plan;

- Claims submissions must be complete. They must contain, at a minimum:
  a. The name of the covered person who incurred the covered expense;
  b. The name and address of the health care provider;
  c. The diagnosis of the condition;
  d. The procedure or nature of the treatment;
  e. The date of and place where the procedure or treatment has been or will be provided;
  f. The amount billed and the amount of the covered expense not paid through coverage other than Plan coverage, as appropriate;
  g. Evidence that substantiates the nature, amount, and timeliness of each covered expense in a format that is acceptable according to industry standards and in compliance with applicable law.

Presentation of a prescription to a pharmacy does not constitute a claim. If a covered person is required to pay the cost of a covered prescription drug, however, he or she may submit a claim based on that amount to Humana.

A general request for an interpretation of Plan provisions will not be considered to be a claim. Requests of this type, such as a request for an interpretation of the eligibility provisions of this Plan, should be directed to the Plan Administrator.
MAIL medical claims and correspondence to:

Humana Claims Office
P.O. Box 14601
Lexington, KY 40512-4601

MISCELLANEOUS MEDICAL CHARGES

If you accumulate bills for medical items you purchase or rent yourself, send them to Humana at least once every three months during the year (quarterly). The receipts must include the patient name, name of the item, date item was purchased or rented and name of the provider of service.

PROCEDURAL DEFECTS

If a pre-service claim submission is not made in accordance with this Plan’s procedural requirements, Humana will notify the claimant of the procedural deficiency and how it may be cured no later than within five (5) days (or within 24 hours, in the case of an urgent care claim) following the failure. A post-service claim that is not submitted in accordance with these claims procedures will be returned to the submitter.

ASSIGNMENTS AND REPRESENTATIVES

A covered person may assign his or her right to receive Plan benefits to a health care provider only with the consent of Humana, in its sole discretion, except as may be required by applicable law. Assignments must be in writing. If a document is not sufficient to constitute an assignment, as determined by Humana, then this Plan will not consider an assignment to have been made. An assignment is not binding on this Plan until Humana receives and acknowledges in writing the original or copy of the assignment before payment of the benefit.

If benefits are assigned in accordance with the foregoing paragraph and a health care provider submits claims on behalf of a covered person, benefits will be paid to that health care provider.

In addition, a covered person may designate an authorized representative to act on his or her behalf in pursuing a benefit claim or appeal. The designation must be explicitly stated in writing and it must authorize disclosure of protected health information with respect to the claim by this Plan, Humana and the authorized representative to one another. If a document is not sufficient to constitute a designation of an authorized representative, as determined by Humana, then this Plan will not consider a designation to have been made. An assignment of benefits does not constitute designation of an authorized representative.

• Any document designating an authorized representative must be submitted to Humana in advance, or at the time an authorized representative commences a course of action on behalf of a claimant. At the same time, the authorized representative should also provide notice of commencement of the action on behalf of the claimant to the claimant, which Humana may verify with the claimant prior to recognizing the authorized representative status.

• In any event, a health care provider with knowledge of a claimant’s medical condition acting in connection with an urgent care claim will be recognized by this Plan as the claimant’s authorized representative.
Covered persons should carefully consider whether to designate an authorized representative. An authorized representative may make decisions independent of the covered person, such as whether and how to appeal a claim denial.

CLAIMS DECISIONS

After submission of a claim by a claimant, Humana will notify the claimant within a reasonable time, as follows:

Pre-Service Claims

Humana will notify the claimant of a favorable or adverse benefit determination within a reasonable time appropriate to the medical circumstances, but no later than 15 days after receipt of the claim by this Plan.

However, this period may be extended by an additional 15 days, if Humana determines that the extension is necessary due to matters beyond the control of this Plan. Humana will notify the affected claimant of the extension before the end of the initial 15-day period, the circumstances requiring the extension, and the date by which this Plan expects to make a decision.

If the reason for the extension is because of the claimant's failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The claimant will have at least 45 days from the date the notice is received to provide the specified information.

Urgent Care Claims

Humana will determine whether a claim is an urgent care claim. This determination will be made on the basis of information furnished by or on behalf of a claimant. In making this determination, Humana will exercise its judgment, with deference to the judgment of a physician with knowledge of the claimant's condition. Accordingly, Humana may require a claimant to clarify the medical urgency and circumstances that support the urgent care claim for expedited decision-making.

Humana will notify the claimant of a favorable or adverse benefit determination as soon as possible, taking into account the medical urgency particular to the claimant's situation, but not later than 72 hours after receipt of the urgent care claim by this Plan.

However, if a claim is submitted that does not provide sufficient information to determine whether, or to what extent, expenses are covered or payable under this Plan, notice will be provided by Humana as soon as possible, but not more than 24 hours after receipt of the urgent care claim by this Plan. The notice will describe the specific information necessary to complete the claim.

- The claimant will have a reasonable amount of time, taking into account his or her circumstances, to provide the necessary information but not less than 48 hours.
- Humana will notify the claimant of this Plan's urgent care claim determination as soon as possible, but in no event more than 48 hours after the earlier of:
  2. This Plan's receipt of the specified information; or
  3. The end of the period afforded the claimant to provide the specified additional information.
Concurrent Care Decisions

Humana will notify a claimant of a concurrent care decision that involves a reduction in or termination of benefits that have been pre-authorized. Humana will provide the notice sufficiently in advance of the reduction or termination to allow the claimant to appeal and obtain a determination on review of the adverse benefit determination before the benefit is reduced or terminated.

A request by a claimant to extend a course of treatment beyond the period of time or number of treatments that is a claim involving urgent care will be decided by Humana as soon as possible, taking into account the medical urgency. Humana will notify a claimant of the benefit determination, whether adverse or not within 24 hours after receipt of the claim by this Plan, provided that the claim is submitted to this Plan at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

Post-Service Claims

Humana will notify the claimant of a favorable or adverse benefit determination within a reasonable time, but not later than 30 days after receipt of the claim by this Plan.

However, this period may be extended by an additional 15 days if Humana determines that the extension is necessary due to matters beyond the control of this Plan. Humana will notify the affected claimant of the extension before the end of the initial 30-day period, the circumstances requiring the extension, and the date by which this Plan expects to make a decision.

If the reason for the extension is because of the claimant’s failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The claimant will have at least 45 days from the date the notice is received to provide the specified information. Humana will make a decision no later than 15 days after the earlier of the date on which the information provided by the claimant is received by this Plan or the expiration of the time allowed for submission of the additional information.

TIMES FOR DECISIONS

The periods of time for claims decisions presented above begin when a claim is received by this Plan, in accordance with these claims procedures.

PAYMENT OF CLAIMS

Many health care providers will request an assignment of benefits as a matter of convenience to both provider and patient. Also as a matter of convenience, Humana will, in its sole discretion, assume that an assignment of benefits has been made to certain participating providers. In those instances, Humana will make direct payment to the hospital, clinic or physician's office, unless Humana is advised in writing that you have already paid the bill. If you have paid the bill, please indicate on the original statement, “paid by employee,” and send it directly to Humana. You will receive a written explanation of an adverse benefit determination. Humana reserves the right to request any information required to determine benefits or process a claim. You or the provider of services will be contacted if additional information is needed to process your claim.
When an employee's child is subject to a medical child support order, Humana will make reimbursement of eligible expenses paid by you, the child, the child's non-employee custodial parent, or legal guardian, to that child or the child's custodial parent, or legal guardian, or as provided in the medical child support order.

Payment of benefits under this Plan will be made in accordance with an assignment of rights for you and your dependents as required under state Medicaid law.

Benefits payable on behalf of you or your covered dependent after death will be paid, at this Plan's option, to any family member(s) or your estate.

Humana will rely upon an affidavit to determine benefit payment, unless it receives written notice of valid claim before payment is made. The affidavit will release this Plan from further liability.

Any payment made by Humana in good faith will fully discharge it to the extent of such payment.

Payments due under this Plan will be paid upon receipt of written proof of loss.

NOTICES – GENERAL INFORMATION

A notice of an adverse benefit determination or final internal adverse benefit determination will include information that sufficiently identifies the claim involved, including:

1. The date of service;
2. The health care provider;
3. The claim amount, if applicable;
4. The reason(s) for the adverse benefit determination or final internal adverse benefit determination to include the denial code (e.g. CARC) and its corresponding meaning as well as a description of this Plan’s standard (if any) that was used in denying the claim. For a final internal adverse benefit determination, this description must include a discussion of the decision;
5. A description of available internal appeals and external review processes, including information on how to initiate an appeal; and
6. Disclosure of the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman to assist individuals with internal claims and appeals, and external review processes.

The claimant may request the diagnosis code(s) (e.g. ICD-9) and/or the treatment code(s) (e.g. CPT) that apply to the claim involved with the adverse benefit determination or final internal adverse benefit determination notice. A request for this information, in itself, will not be considered a request for an appeal or external review.
INITIAL DENIAL NOTICES

Notice of a claim denial (including a partial denial) will be provided to claimants by mail, postage prepaid, within the time frames noted above.

However, notices of adverse decisions involving urgent care claims may be provided to a claimant orally within the time frames noted above for expedited urgent care claim decisions. If oral notice is given, written notification will be provided to the claimant no later than 3 days after the oral notification.

A claims denial notice will state the specific reason or reasons for the adverse benefit determination, the specific Plan provisions on which the determination is based, and a description of this Plan’s review procedures and associated timeline. The notice will also include a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.

The notice will describe this Plan’s review procedures and the time limits applicable to such procedures, including a statement of the claimant’s right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

The notice will also disclose any internal Plan rule, protocol or similar criterion that was relied on to deny the claim. A copy of the rule, protocol or similar criterion relied upon will be provided to a claimant free of charge upon request.

If the adverse benefit determination is based on medical necessity, experimental, investigational or for research purposes, or similar exclusion or limit, the notice will provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of this Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

In the case of an adverse decision of an urgent care claim, the notice will provide a description of this Plan’s expedited review procedures applicable to such claims.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

A claimant must appeal an adverse benefit determination within 180 days after receiving written notice of the denial (or partial denial). With the exception of urgent care claims and concurrent care decisions, this Plan uses a two level appeals process for all adverse benefit determinations. Humana will make the determination on the first level of appeal. If the claimant is dissatisfied with the decision on this first level of appeal, or if Humana fails to make a decision within the time frame indicated below, the claimant may appeal to the Plan Administrator. Urgent care claims and concurrent care decisions (expedited internal appeals) are subject to a single level appeal process only, with Humana making the determination.

A first level and second level appeal must be made by a claimant by means of written application, in person, or by mail (postage prepaid), addressed to:

Humana Grievance and Appeals
P.O. Box 14546
Lexington, KY 40512-4546
Appeals of denied claims will be conducted promptly, will not defer to the initial determination, and will not be made by the person who made the initial adverse claim determination or a subordinate of that person. The determination will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim.

A claimant may review relevant documents and may submit issues and comments in writing. A claimant on appeal may, upon request, discover the identity of medical or vocational experts whose advice was obtained on behalf of this Plan in connection with the adverse benefit determination being appealed, as permitted under applicable law.

If the claims denial being appealed is based in whole, or in part, upon a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or for research purposes, or not medically necessary or appropriate, the person deciding the appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The consulting health care professional will not be the same person who decided the initial appeal or a subordinate of that person.

**Time Periods for Decisions on Appeal -- First Level**

Appeals of claims denials will be decided and notice of the decision provided as follows:

<table>
<thead>
<tr>
<th>Claims Type</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Urgent Care Claims</strong></td>
<td>As soon as possible, but not later than 72 hours after Humana receives the appeal request. If oral notification is given, written notification will follow in hard copy or electronic format within the next 3 days.</td>
</tr>
<tr>
<td><strong>Pre-Service Claims</strong></td>
<td>Within a reasonable period, but not later than 15 days after Humana receives the appeal request.</td>
</tr>
<tr>
<td><strong>Post-Service Claims</strong></td>
<td>Within a reasonable period, but no later than 30 days after Humana receives the appeal request.</td>
</tr>
<tr>
<td><strong>Concurrent Care Decisions</strong></td>
<td>Within the time periods specified above, depending upon the type of claim involved.</td>
</tr>
</tbody>
</table>
Time Periods for Decisions on Appeal -- Second Level

*Appeals* of claims denials will be decided and notice of the decision provided as follows:

<table>
<thead>
<tr>
<th>Pre-Service Claims</th>
<th>Within a reasonable period, but not later than 15 days after Humana receives the <em>appeal</em> request.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post-Service Claims</td>
<td>Within a reasonable period, but no later than 30 days after Humana receives the <em>appeal</em> request.</td>
</tr>
</tbody>
</table>

APPEAL DENIAL NOTICES

Notice of a benefit determination on *appeal* will be provided to *claimants* by mail, postage prepaid, within the time frames noted above.

A notice that a claim *appeal* has been denied will convey the specific reason or reasons for the *adverse benefit determination* and the specific Plan provisions on which the determination is based.

The notice will also disclose any internal Plan rule, protocol or similar criterion that was relied on to deny the claim. A copy of the rule, protocol or similar criterion relied upon will be provided to a *claimant* free of charge upon request.

If the *adverse benefit determination* is based on *medical necessity, experimental, investigational, or for research purposes* or similar exclusion or limit, the notice will provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of this Plan to the *claimant's* medical circumstances, or a statement that such explanation will be provided free of charge upon request.

In the event of a denial of an appealed claim, the *claimant on appeal* will be entitled to receive, upon request and without charge, reasonable access to and copies of any document, record or other information:

1. Relied on in making the determination;
2. Submitted, considered or generated in the course of making the benefit determination;
3. That demonstrates compliance with the administrative processes and safeguards required with respect to such determinations;
4. That constitutes a statement of policy or guidance with respect to this Plan concerning the denied treatment, without regard to whether the statement was relied on.
FULL AND FAIR REVIEW

As part of providing an opportunity for a full and fair review, this Plan shall provide the claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by this Plan (or at the direction of this Plan) in connection with the claim. Such evidence shall be provided as soon as possible and sufficiently in advance of the date on which the notice of final internal adverse benefit determination is required to be provided to give the claimant a reasonable opportunity to respond prior to that date.

Before a final internal adverse benefit determination is made based on a new or additional rationale, this Plan shall provide the claimant, free of charge, with the rationale. The rationale shall be provided as soon as possible and sufficiently in advance of the date on which the notice of final internal adverse benefit determination is required to be provided to give the claimant a reasonable opportunity to respond prior to that date.

RIGHT TO REQUIRE MEDICAL EXAMINATIONS

This Plan has the right to require that a medical examination be performed on any claimant for whom a claim is pending as often as may be reasonably required. If this Plan requires a medical examination, it will be performed at this Plan’s expense. This Plan also has a right to request an autopsy in the case of death, if state law so allow.

EXHAUSTION

Upon completion of the appeals process under this section, a claimant will have exhausted his or her administrative remedies under this Plan. If Humana fails to complete a claim determination or appeal within the time limits set forth above, the claimant may treat the claim or appeal as having been denied, and the claimant may proceed to the next level in the review process. After exhaustion, a claimant may pursue any other legal remedies available to him or her which may include bringing a civil action under ERISA § 502(a) for judicial review of this Plan’s determinations. Additional information may be available from a local U.S. Department of Labor Office.

A claimant may seek immediate external review of an adverse benefit determination if Humana fails to strictly adhere to the requirements for internal claims and appeals processes set forth by the federal regulations, unless the violation was: a) Minor; b) Non-prejudicial; c) Attributable to good cause or matters beyond the Plan’s control; d) In the context of an ongoing good-faith exchange of information; and e) Not reflective of a pattern or practice of non-compliance. The claimant is entitled, upon written request, to an explanation of the Plan’s basis for asserting that it meets the standard, so the claimant can make an informed judgment about whether to seek immediate external review. If the external reviewer or the court rejects the claimant’s request for immediate review on the basis that the Plan met this standard, the claimant has the right to resubmit and pursue the internal appeal of the claim.

LEGAL ACTIONS AND LIMITATIONS

No action at law or inequity may be brought with respect to Plan benefits until all remedies under this Plan have been exhausted and then prior to the expiration of the applicable limitations period under applicable law.
STANDARD EXTERNAL REVIEW

Request for an External Review

A *claimant* may file a request for an *external review* with Humana at the address listed below, within 4 months after the date the *claimant* received an *adverse benefit determination* or *final internal adverse benefit determination* notice that involves a medical judgment (excluding those that involve only contractual or legal interpretation without any use of medical judgment, as determined by the external reviewer) or a rescission of coverage. If there is no corresponding date 4 months after the notice date, the request must be filed by the first day of the 5th month following receipt of the notice. If the last filing date falls on a Saturday, Sunday or federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday or federal holiday.

A request for an *external review* must be made by a *claimant* by means of written application, by mail (postage prepaid), addressed to:

Humana Grievance and Appeals  
P.O. Box 14546  
Lexington, KY 40512-4546

Preliminary Review

Within 5 business days following receipt of a request for *external review*, Humana must complete a preliminary review of the request to determine the following:

1. If the *claimant* is, or was, covered under this Plan at the time the health care item or *service* was requested or provided;

2. If the *adverse benefit determination* or *final internal adverse benefit determination* relates to the *claimant*’s failure to meet this Plan’s eligibility requirements;

3. If the *claimant* has exhausted this Plan’s *internal appeals* process, when required; and

4. If the *claimant* has provided all the information and forms required to process an *external review*.

Within 1 business day after completion of the preliminary review, Humana must provide written notification to the *claimant* of the following:

1. If the request is complete but not eligible for *external review*. The notice must include the reason(s) for its ineligibility and contact information for the Department of Labor (DOL) Employee Benefits Security Administration (EBSA), including this toll-free number: 1-866-444-EBSA (3272) and this email address: www.askebsa.dol.gov.

2. If the request is not complete. The notice must describe the information or materials needed to make it complete, and Humana must allow the *claimant* to perfect the *external review* request within whichever of the following two options is later:
   a. The initial 4-month filing period; or
   b. The 48-hour period following receipt of the notification.
Referral to an Independent Review Organization (IRO)

Humana must assign an independent IRO that is accredited by URAC, or another nationally-recognized accreditation organization to conduct the external review. Humana must attempt to prevent bias by contracting with at least 3 IROs for assignments and rotate claims assignments among them, or incorporate some other independent method for IRO selection (such as random selection). The IRO may not be eligible for financial incentives based on the likelihood that the IRO will support the denial of benefits.

The contract between Humana and the IRO must provide for the following:

1. The assigned IRO will use legal experts where appropriate to make coverage determinations.

2. The assigned IRO will timely provide the claimant with written notification of the request's eligibility and acceptance of the request for external review. This written notice must inform the claimant that he/she may submit, in writing, additional information that the IRO must consider when conducting the external review to the IRO within 10 business days following the date the notice is received by the claimant. The IRO may accept and consider additional information submitted after 10 business days.

3. Humana must provide the IRO the documents and any information considered in making the adverse benefit determination or final internal adverse benefit determination within 5 business days after assigning the IRO. Failure to timely provide this information must not delay the conduct of the external review - the assigned IRO may terminate the external review and make a decision to reverse the adverse benefit determination or final internal adverse benefit determination if this Plan fails to timely provide this information. The IRO must notify the claimant and Humana within 1 business day of making the decision.

4. If the IRO receives any information from the claimant, the IRO must forward it to Humana within 1 business day. After receiving this information, Humana may reconsider its adverse benefit determination or final internal adverse benefit determination. If Humana reverses or changes its original determination, Humana must notify the claimant and the IRO, in writing, within 1 business day. The assigned IRO will then terminate the external review.

5. The IRO will review all information and documents timely received. In reaching a decision, the IRO will not be bound by any decisions or conclusions reached during Humana’s internal claims and appeals process. The IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the following when reaching a determination:
   a. The claimant's medical records;
   b. The attending health care professional's recommendation;
   c. Reports from the appropriate health care professional(s) and other documents submitted by Humana, claimant, or claimant's treating provider;
   d. The terms of the claimant's plan to ensure the IRO's decision is not contrary, unless the terms are inconsistent with applicable law;
   e. Appropriate practice guidelines, including applicable evidence-based standards that may include practice guidelines developed by the federal government, national or professional medical societies, boards, and associations;
f. Any applicable clinical review criteria developed and used by this Plan, unless inconsistent with the terms of this Plan or with applicable law; and

g. The opinion of the IRO’s clinical reviewer(s) after considering the information described above to the extent the information or documents are available and the reviewer(s) consider them appropriate.

6. The assigned IRO must provide written notice of the final external review decision within 45 days after receiving the external review request to the claimant and Humana. The decision notice must contain the following:

   a. A general description of the reason an external review was requested, including information sufficient to identify the claim including:
      (1) The date(s) of service;
      (2) The health care provider;
      (3) The claim amount (if applicable); and
      (4) The reason for the previous denial.
   b. The date the IRO received assignment to conduct the external review and the date of the IRO decision;
   c. References to the evidence or documentation considered in reaching the decision, including the specific coverage provisions and evidence-based standards;
   d. A discussion of the principal reason(s) for its decision, including the rationale and any evidence-based standards relied on in making the decision;
   e. A statement that the determination is binding except to the extent that other remedies may be available under state or federal law to either Humana or the claimant;
   f. A statement that judicial review may be available to the claimant; and
   g. Current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman established under PPACA (section 2793 of PHSA, as amended).

7. After a final external review decision, the IRO must maintain records of all claims and notices associated with the external review process for 6 years. An IRO must make such records available for examination by the claimant, Humana, or state/federal oversight agency upon request, except where such disclosure would violate state or federal privacy laws.

**Reversal of this Plan's Decision**

If Humana receives notice of a final external review decision that reverses the adverse benefit determination or final internal adverse benefit determination, it must immediately provide coverage or payment for the affected claim(s). This includes authorizing or paying benefits.

**EXPEDITED EXTERNAL REVIEW**

**Request for an Expedited External Review**

Expedited external reviews are subject to a single level appeal process only.
Humana must allow a claimant to make a request for an expedited external review at the time the claimant receives:

1. An adverse benefit determination involving a medical condition of the claimant for which the time frame for completion of an expedited internal appeal under the interim final regulations would seriously jeopardize the life or health of the claimant, or would jeopardize the claimant's ability to regain maximum function and the claimant has filed a request for an expedited external review; or

2. A final internal adverse benefit determination involving a medical condition where:
   a. The time frame for completion of a standard external review would seriously jeopardize the life or health of the claimant, or would jeopardize the claimant's ability to regain maximum function; or
   b. The final internal adverse benefit determination concerns an admission, availability of care, continued stay, or health care item or service for which the claimant received emergency services, but has not be discharged from the facility.

A request for an expedited external review must be made by a claimant by means of written application, by mail (postage prepaid), addressed to:

Humana Grievance and Appeals
P.O. Box 14546
Lexington, KY 40512-4546

Preliminary Review

Humana must determine whether the request meets the reviewability requirements for a standard external review immediately upon receiving the request for an expedited external review. Humana must immediately send a notice of its eligibility determination regarding the external review request that meets the requirements under the Standard External Review, Preliminary Review section.

Referral to an Independent Review Organization (IRO)

If Humana determines that the request is eligible for external review, Humana will assign an IRO as required under the Standard External Review, Referral to an Independent Review Organization (IRO) section. Humana must provide or transmit all necessary documents and information considered when making the adverse benefit determination or final internal adverse benefit determination to the assigned IRO electronically, by telephone/fax, or any other expeditious method.

The assigned IRO, to the extent the information is available and the IRO considers it appropriate, must consider the information or documents as outlined for the procedures for standard external review described in the Standard External Review, Referral to an Independent Review Organization (IRO) section. The assigned IRO is not bound by any decisions or conclusions reached during this Plan's internal claims and appeals process when reaching its decision.
Notice of Final External Review Decision

The IRO must provide notice of the final external review decision as expeditiously as the claimant's medical condition or circumstances require, but no more than 72 hours after the IRO receives the request for an expedited external review, following the notice requirements outlined in the Standard External Review, Referral to an Independent Review Organization (IRO) section. If the notice is not in writing, written confirmation of the decision must be provided within 48 hours to the claimant and Humana.

IF YOU HAVE QUESTIONS ON INTERNAL CLAIMS AND APPEALS AND EXTERNAL REVIEW RIGHTS

For more information on your internal claims and appeals and external review rights, you can contact the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) at 1-866-444-EBSA or at www.askebsa.dol.gov.
SECTION 3

ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE
OPEN ENROLLMENT

Once annually you will have a choice of enrolling *yourself* and *your* eligible *dependents* in this Plan. *You* will be notified in advance when the Open Enrollment Period is to begin and how long it will last. If *you* decline coverage for *yourself* or *your dependents* at the time *you* are initially eligible for coverage, *you* will be able to enroll *yourself* and/or eligible *dependents* during the Open Enrollment Period.

EMPLOYEE ELIGIBILITY

*You* are eligible for coverage if the following conditions are met:

1. *You* are an *employee* who meets the eligibility requirements of the *employer*; and

2. *You* are performing on a regular, full-time basis all customary occupational duties for 30 hours per week, at the *employer's* business locations or when required to travel for the *employer's* business purposes. An *employee* shall be deemed at work on each day of a regular paid vacation or a regular non-working holiday.

*Your* eligibility date is determined by *your employer*.

EMPLOYEE EFFECTIVE DATE OF COVERAGE

*You* must enroll in a manner acceptable to *your employer* and Humana.

1. If *your* completed enrollment is received by Humana before *your* eligibility date or within 31 days after *your* eligibility date, *your* coverage is effective on *your* eligibility date;

2. If *your* completed enrollment is received by Humana more than 31 days after *your* eligibility date, *you* are a *late applicant*. *You* will not be eligible for coverage under this Plan until the next annual Open Enrollment Period.

DEPENDENT ELIGIBILITY

Each *dependent* is eligible for coverage on:

1. The date the *employee* is eligible for coverage, if he or she has *dependents* who may be covered on that date; or

2. The date of the *employee's* marriage for any *dependent* acquired on that date; or

3. The date of birth of the *employee's* natural-born child; or

4. The date a child is placed for adoption under the *employee's* legal guardianship, or the date which the *employee* incurs a legal obligation for total or partial support in anticipation of adoption; or

5. The date a covered *employee's* child is determined to be eligible as an alternate recipient under the terms of a medical child support order.

Late enrollment will result in denial of *dependent* coverage until the next annual Open Enrollment Period.

No person may be simultaneously covered as both an *employee* and a *dependent*. If both parents are eligible for coverage, only one may enroll for *dependent* coverage.
DEPENDENT EFFECTIVE DATE OF COVERAGE

If the employee wishes to add a dependent to this Plan, enrollment must be completed and submitted to Humana.

The dependent’s effective date of coverage is determined as follows:

1. If the completed enrollment is received by Humana before the dependent’s eligibility date or within 31 days after the dependent’s eligibility date, that dependent is covered on the date he or she is eligible.

2. If the completed enrollment is received by Humana more than 31 days after the dependent’s eligibility date, the dependent is a late applicant. The dependent will not be eligible for coverage under this Plan until the next annual Open Enrollment Period.

No dependent's effective date will be prior to the covered employee's effective date of coverage. If your dependent child becomes an eligible employee of the employer, he or she cannot be covered both as your dependent and as an eligible employee.

MEDICAL CHILD SUPPORT ORDERS

An individual who is a child of a covered employee shall be enrolled for coverage under this Plan in accordance with the direction of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

A QMCSO is a state court order or judgment, including approval of a settlement agreement that: (a) provides for support of a covered employee’s child; (b) provides for health care coverage for that child; (c) is made under state domestic relations law (including a community property law); (d) relates to benefits under this Plan; and (e) is “qualified” in that it meets the technical requirements of ERISA or applicable state law. QMCSO also means a state court order or judgment that enforces a state Medicaid law regarding medical child support required by Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993).

An NMSN is a notice issued by an appropriate agency of a state or local government that is similar to a QMCSO that requires coverage under this Plan for the dependent child of a non-custodial parent who is (or will become) a covered person by a domestic relations order that provides for health care coverage.

Procedures for determining the qualified status of medical child support orders are available at no cost upon request from the Plan Administrator.

SPECIAL PROVISIONS

If your employer continues to pay required contributions and does not terminate the Plan, your coverage will remain in force for:

1. No longer than the end of the month of a layoff;

2. No longer than the end of the month during an approved medical leave of absence (other than FMLA);

3. No longer than the end of the month during a period of total disability.
4. No longer than the end of the month during an approved non-medical leave of absence;

5. No longer than the end of the month during an approved military leave of absence (other than USERRA);

6. No longer than the end of the month during part-time status (less than the required full-time hours per week).

REINSTATEMENT OF COVERAGE

If your coverage under this Plan was terminated after a period of layoff, approved medical leave of absence (other than FMLA), total disability, approved non-medical leave of absence, approved military leave of absence (other than USERRA) or during part-time status (now working required full-time hours) and you are now returning to work, your coverage is effective as determined by your employer.

The eligibility period requirement with respect to the reinstatement of your coverage will be waived.

If your coverage under the Plan was terminated due to a period of service in the uniformed services covered under the Uniformed Services Employment and Reemployment Rights Act of 1994, your coverage is effective immediately on the day you return to work. Eligibility waiting periods will be imposed only to the extent they were applicable prior to the period of service in the uniformed services.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

If you are granted a leave of absence (Leave) by the employer as required by the Federal Family and Medical Leave Act, you may continue to be covered under this Plan for the duration of the Leave under the same conditions as other employees covered by this Plan. If you choose to terminate coverage during the Leave, or if coverage terminates as a result of nonpayment of any required contribution, coverage may be reinstated on the date immediately following the end of the Leave. Charges incurred after the date of reinstatement will be paid as if you had been continuously covered.

DISABILITY

If the member has been employed with Xavier University for at least seven years, the member can take long term disability, beyond FMLA and Xavier University will pay the full cost of medical insurance and the member will remain in the active plan until retirement or no longer determined as disabled.

EXTENDED BENEFITS

If, on the date your coverage terminates under this Plan, you or your covered dependents are totally disabled as a result of a covered bodily injury or sickness, this Plan will continue to provide medical benefits as determined by your employer.

The Extended Benefits provision applies only to covered expenses for the disbling condition which existed on the date your coverage terminated. This Plan must remain in effect.
RETIREE COVERAGE

If you are a retiree at least 55 years old with 20 years or more of continuous service or at least 62 years old with 7 years or more of continuous service, you may continue coverage under this Plan for you and any of your eligible dependents until you turn age 65, provided such coverage was effective at the time of your retirement. Dependents acquired through marriage after your retirement are not eligible for coverage. Please see your employer for more details.

SURVIVORSHIP COVERAGE

If the employee dies while covered under this Plan, the surviving spouse and any eligible dependent children may continue coverage under this Plan until the spouse reaches 65 years of age and dependent children reach 26 years of age, subsequent to the employee's date of death. Any dependents acquired through the remarriage of the employee's surviving spouse will not be eligible for coverage under the Plan.

SPECIAL ENROLLMENT

If you previously declined coverage under this Plan for yourself or any eligible dependents, due to the existence of other health coverage (including COBRA), and that coverage is now lost, this Plan permits you, your dependent spouse, and any eligible dependents to be enrolled for medical benefits under this Plan due to any of the following qualifying events:

1. Loss of eligibility for the coverage due to any of the following:
   a. Legal separation;
   b. Divorce;
   c. Cessation of dependent status (such as attaining the limiting age);
   d. Death;
   e. Termination of employment;
   f. Reduction in the number of hours of employment;
   g. Plan no longer offering benefits to a class of similarly situated individuals, which includes the employee;
   h. Any loss of eligibility after a period that is measured by reference to any of the foregoing.

   However, loss of eligibility does not include a loss due to failure of the individual or the participant to pay premiums on a timely basis or termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan).

2. Employer contributions towards the other coverage have been terminated. Employer contributions include contributions by any current or former employer (of the individual or another person) that was contributing to coverage for the individual.

3. COBRA coverage under the other plan has since been exhausted.

The previously listed qualifying events apply only if you stated in writing at the previous enrollment the other health coverage was the reason for declining enrollment, but only if your employer requires a written waiver of coverage which includes a warning of the penalties imposed on late enrollees.
If you are a covered employee or an otherwise eligible employee, who either did not enroll or did not enroll dependents when eligible, you now have the opportunity to enroll yourself and/or any previously eligible dependents or any newly acquired dependents when due to any of the following family status changes:

1. Marriage;
2. Birth;
3. Adoption or placement for adoption.

You may elect coverage under this Plan and will be considered a timely applicant provided completed enrollment is received within 31 days from the qualifying event. You MUST provide proof that the qualifying event has occurred due to one of the reasons listed before coverage under this Plan will be effective. Coverage under this Plan will be effective the date immediately following the qualifying event, unless otherwise specified in this section.

In the case of a dependent's birth, enrollment is effective on the date of such birth.

In the case of a dependent's adoption or placement for adoption, enrollment is effective on the date of such adoption or placement for adoption.

If you apply more than 31 days after a qualifying event, you are considered a late applicant. You will not be eligible for coverage under this Plan until the next annual Open Enrollment Period.

Please see your employer for more details.
TERMINATION OF COVERAGE

Coverage terminates on the earliest of the following:

1. The date this Plan terminates;

2. The end of the period for which any required contribution was due and not paid;

3. For all employees or dependent spouses, the end of the calendar month they enter full-time military, naval or air service, except coverage may continue during an approved military leave of absence for an employee as indicated in the Special Provisions;

4. The end of the calendar month you fail to be in an eligible class of persons according to the eligibility requirements of the employer;

5. For all employees, the end of the calendar month in which you terminate employment with your employer;

6. For all employees, the end of the calendar month you retire, unless you are eligible for retiree coverage under this Plan;

7. The end of the calendar month you request termination of coverage to be effective for yourself;

8. For any benefit, the date the benefit is removed from this Plan;

9. For your dependents, the date your coverage terminates;

10. For a dependent spouse, the end of the calendar month such covered person no longer meets the definition of dependent.

11. For a dependent child, the end of the birth month they meet the limiting age as indicted in the dependent definition.

If you or any of your covered dependents no longer meet the eligibility requirements, you and your employer are responsible for notifying Humana of the change in status. Coverage will not continue beyond the last date of eligibility even if notice has not been given to Humana.
SECTION 4
GENERAL PROVISIONS AND REIMBURSEMENT/ SUBROGATION
GENERAL PROVISIONS

The following provisions are to protect your legal rights and the legal rights of this Plan.

PLAN ADMINISTRATION

The Plan Sponsor has established and continues to maintain this Plan for the benefit of its employees and their eligible dependents as provided in this document.

Benefits under this Plan are provided on a self-insured basis, which means that payment for benefits is ultimately the sole financial responsibility of the Plan Sponsor. Certain administrative services with respect to this Plan, such as claims processing, are provided under a services agreement. Humana is not responsible, nor will it assume responsibility, for benefits payable under this Plan.

Any changes to this Plan, as presented in this Summary Plan Description must be properly adopted by the Plan Sponsor, and material modifications must be timely disclosed in writing and included in or attached to this document. A verbal modification of this Plan or promise having the same effect made by any person will not be binding with respect to this Plan.

RESCISSON

This Plan will rescind coverage only due to fraud or an intentional misrepresentation of a material fact. Rescission is a cancellation or discontinuance of coverage that has a retroactive effect. A cancellation or discontinuance is not a rescission if the cancellation or discontinuance of coverage has only a prospective effect, or the cancellation or discontinuance of coverage is effective retroactively, to the extent it is attributable to a failure to timely pay premium or costs of coverage.

CONTESTABILITY

This Plan has the right to contest the validity of your coverage under the Plan at any time.

RIGHT TO REQUEST OVERPAYMENTS

This Plan reserves the right to recover any payments made by this Plan that were:

1. Made in error; or
2. Made to you or any party on your behalf where this Plan determines the payment to you or any party is greater than the amount payable under this Plan.

This Plan has the right to recover against you if this Plan has paid you or any other party on your behalf.

WORKERS' COMPENSATION NOT AFFECTED

This Plan is not issued in lieu of, nor does it affect any requirement for coverage by any Workers' Compensation or Occupational Disease Act or Law.
WORKERS' COMPENSATION

If benefits are paid by this Plan and this Plan determines you received Workers' Compensation for the same incident, this Plan has the right to recover as described under the Reimbursement/Subrogation provision. This Plan will exercise its right to recover against you even though:

1. The Workers' Compensation benefits are in dispute or are made by means of settlement or compromise;
2. No final determination is made that bodily injury or sickness was sustained in the course of, or resulted from, your employment;
3. The amount of Workers' Compensation due to medical or health care is not agreed upon or defined by you or the Workers' Compensation carrier;
4. The medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

You hereby agree that, in consideration for the coverage provided by this Plan, you will notify Humana of any Workers' Compensation claim you make, and that you agree to reimburse this Plan as described above.

MEDICAID

This Plan will not take into account the fact that an employee or dependent is eligible for medical assistance or Medicaid under state law with respect to enrollment, determining eligibility for benefits, or paying claims.

If payment for Medicaid benefits has been made under a state Medicaid plan for which payment would otherwise be due under this Plan, payment of benefits under this Plan will be made in accordance with a state law which provides that the state has acquired the rights with respect to a covered employee to the benefits payment.

CONSTRUCTION OF PLAN TERMS

The Plan Manager has the sole right to construe and prescribe the meaning, scope and application of each and all of the terms of this Plan, including, without limitation, the benefits provided thereunder, the obligations of the beneficiary and the recovery rights of this Plan; such construction and prescription by the Plan Manager shall be final and uncontestable.
The *beneficiary* agrees that by accepting and in return for the payment of *covered expenses* by this Plan in accordance with the terms of this Plan:

1. This Plan shall be repaid the full amount of the *covered expenses* it pays from any amount received from others for the *bodily injuries* or losses which necessitated such *covered expenses*. Without limitation, "amounts received from others" specifically includes, but is not limited to, liability insurance, worker's compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile med-pay payments or recovery from any identifiable fund regardless of whether the *beneficiary* was made whole.

2. This Plan's right to repayment is, and shall be, prior and superior to the right of any other person or entity, including the *beneficiary*.

3. The right to recover amounts from others for the injuries or losses which necessitate *covered expenses* is jointly owned by this Plan and the *beneficiary*. This Plan is subrogated to the *beneficiary*'s rights to that extent. Regardless of who pursues those rights, the funds recovered shall be used to reimburse this Plan as prescribed above; this Plan has no obligation to pursue the rights for an amount greater than the amount that it has paid, or may pay in the future. The rights to which this Plan is subrogated are, and shall be, prior and superior to the rights of any other person or entity, including the *beneficiary*.

4. The *beneficiary* will cooperate with this Plan in any effort to recover from others for the *bodily injuries* and losses which necessitate *covered expense* payments by this Plan. The *beneficiary* will notify this Plan immediately of any claim asserted and any settlement entered into, and will do nothing at any time to prejudice the rights and interests of this Plan. Neither this Plan nor the *beneficiary* shall be entitled to costs or attorney fees from the other for the prosecution of the claim.

**RIGHT TO COLLECT NEEDED INFORMATION**

*You* must cooperate with Humana and when asked, assist Humana by:

- Authorizing the release of medical information including the names of all providers from whom *you* received medical attention;
- Obtaining medical information and/or records from any provider as requested by Humana;
- Providing information regarding the circumstances of *your sickness* or *bodily injury*;
- Providing information about other insurance coverage and benefits, including information related to any *bodily injury* or *sickness* for which another party may be liable to pay compensation or benefits; and
- Providing information Humana requests to administer this Plan.

Failure to provide the necessary information will result in denial of any pending or subsequent claims, pertaining to a *bodily injury* or *sickness* for which the information is sought, until the necessary information is satisfactorily provided.
DUTY TO COOPERATE IN GOOD FAITH

You are obliged to cooperate with Humana in order to protect this Plan’s recovery rights. Cooperation includes promptly notifying Humana that you may have a claim, providing Humana relevant information, and signing and delivering such documents as Humana reasonably request to secure this Plan’s recovery rights. You agree to obtain this Plan’s consent before releasing any party from liability for payment of medical expenses. You agree to provide Humana with a copy of any summons, complaint or any other process serviced in any lawsuit in which you seek to recover compensation for your bodily injury or sickness and its treatment.

You will do whatever is necessary to enable Humana to enforce this Plan’s recovery rights and will do nothing after loss to prejudice this Plan’s recovery rights.

You agree that you will not attempt to avoid this Plan’s recovery rights by designating all (or any disproportionate part) of any recovery as exclusively for pain and suffering.

Failure of the covered person to provide Humana such notice or cooperation, or any action by the covered person resulting in prejudice to this Plan’s rights will be a material breach of this Plan and will result in the covered person being personally responsible to make repayment. In such an event, this Plan may deduct from any pending or subsequent claim made under this Plan any amounts the covered person owes this Plan until such time as cooperation is provided and the prejudice ceases.
SECTION 5

NOTICES
IMPORTANT NOTICES FOR EMPLOYEES AND SPOUSES AGE 65 AND OVER

Federal law may affect your coverage under this Plan. The Medicare as Secondary Payer rules were enacted by an amendment to the Social Security Act. Also, additional rules which specifically affect how a large group health plan provides coverage to employees (or their spouses) over age 65 were added to the Social Security Act and to the Internal Revenue Code.

Generally, the health care plan of an employer that has at least 20 employees must operate in compliance with these rules in providing plan coverage to plan participants who have "current employment status" and are Medicare beneficiaries, age 65 and over.

Persons who have "current employment status" with an employer are generally employees who are actively working and also persons who are NOT actively working as follows:

- Individuals receiving disability benefits from an employer for up to 6 months; or
- Individuals who retain employment rights and have not been terminated by the employer and for whom the employer continues to provide coverage under this Plan. (For example, employees who are on an approved leave of absence).

If you are a person with "current employment status" who is age 65 and over (or the dependent spouse age 65 and over of an employee of any age), your coverage under this Plan will be provided on the same terms and conditions as are applicable to employees (or dependent spouses) who are under the age of 65. Your rights under this Plan do not change because you (or your dependent spouse) are eligible for Medicare coverage on the basis of age, as long as you have "current employment status" with your employer.

You have the option to reject plan coverage offered by your employer, as does any eligible employee. If you reject coverage under your employer's Plan, coverage is terminated and your employer is not permitted to offer you coverage that supplements Medicare covered services.

If you (or your dependent spouse) obtain Medicare coverage on the basis of age, and not due to disability or end-stage renal disease, this Plan will consider its coverage to be primary to Medicare when you have elected coverage under this Plan and have "current employment status".

If you have any questions about how coverage under this Plan relates to Medicare coverage, please contact your employer.
This Plan is required by law to maintain the privacy of your protected health information in all forms including written, oral and electronically maintained, stored and transmitted information and to provide individuals with notice of this Plan’s legal duties and privacy practices with respect to protected health information.

This Plan has policies and procedures specifically designed to protect your health information when it is in electronic format. This includes administrative, physical and technical safeguards to ensure that your health information cannot be inappropriately accessed while it is stored and transmitted to Humana and others that support this Plan.

In order for this Plan to operate, it may be necessary from time to time for health care professionals, the Plan Administrator, individuals who perform Plan-related functions under the auspices of the Plan Administrator, Humana and other service providers that have been engaged to assist this Plan in discharging its obligations with respect to delivery of benefits, to have access to what is referred to as protected health information.

A covered person will be deemed to have consented to use of protected health information about him or her for the sole purpose of health care operations by virtue of enrollment in this Plan. This Plan must obtain authorization from a covered person to use protected health information for any other purpose.

Individually identifiable health information will only be used or disclosed for purposes of Plan operation or benefits delivery. In that regard, only the minimum necessary disclosure will be allowed. The Plan Administrator, Humana, and other entities given access to protected health information, as permitted by applicable law, will safeguard protected health information to ensure that the information is not improperly disclosed.

Disclosure of protected health information is improper if it is not allowed by law or if it is made for any purpose other than Plan operation or benefits delivery without authorization. Disclosure for Plan purposes to persons authorized to receive protected health information may be proper, so long as the disclosure is allowed by law and appropriate under the circumstances. Improper disclosure includes disclosure to the employer for employment purposes, employee representatives, consultants, attorneys, relatives, etc. who have not executed appropriate agreements effective to authorize such disclosure.

Humana will afford access to protected health information in its possession only as necessary to discharge its obligations as a service provider, within the restrictions noted above. Information received by Humana is information received on behalf of this Plan.

Humana will afford access to protected health information as reasonably directed in writing by the Plan Administrator, which shall only be made with due regard for confidentiality. In that regard, Humana has been directed that disclosure of protected health information may be made to the person(s) identified by the Plan Administrator.

Individuals who have access to protected health information in connection with their performance of Plan-related functions under the auspices of the Plan Administrator will be trained in these privacy policies and relevant procedures prior to being granted any access to protected health information. Humana and other Plan service providers will be required to safeguard protected health information against improper disclosure through contractual arrangements.
In addition, you should know that the employer/Plan Sponsor may legally have access, on an as-needed basis, to limited health information for the purpose of determining Plan costs, contributions, Plan design, and whether Plan modifications are warranted. In addition, federal regulators such as the Department of Health and Human Services and the Department of Labor may legally require access to protected health information to police federal legal requirements about privacy.

Covered persons may have access to protected health information about them that is in the possession of this Plan, and they may make changes to correct errors. Covered persons are also entitled to an accounting of all disclosures that may be made by any person who acquires access to protected health information concerning them and uses it other than for Plan operation or benefits delivery. In this regard, please contact the Plan Administrator.

Covered persons are urged to contact the originating health care professional with respect to medical information that may have been acquired from them, as those items of information are relevant to medical care and treatment. And finally, covered persons may consent to disclosure of protected health information, as they please.
CONTINUATION OF MEDICAL BENEFITS

THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1986 (COBRA)

CONTINUATION OF BENEFITS

On April 7, 1986, the Consolidated Omnibus Budget Reconciliation Act (COBRA) was signed into law. This federal law applies to employers with 20 or more employees. The law requires that employers offer employees and/or their dependents continuation of medical coverage at group rates in certain instances where there is a loss of group insurance coverage.

ELIGIBILITY

A qualified beneficiary under COBRA law means an employee, employee's spouse or dependent child covered by this Plan on the day before a qualifying event. A qualified beneficiary under COBRA law also includes a child born to the employee during the coverage period or a child placed for adoption with the employee during the coverage period.

EMPLOYEE: An employee covered by the employer's Plan has the right to elect continuation coverage if coverage is lost due to one of the following qualifying events:

- Termination (for reasons other than gross misconduct, as defined by your employer) of the employee's employment or reduction in the hours of employee's employment; or
- Termination of retiree coverage when the former employer discontinues retiree coverage within one year before or one year after filing for Chapter 11 bankruptcy.

SPOUSE: A spouse covered by the employer's Plan has the right to elect continuation coverage if the group coverage is lost due to one of the following qualifying events:

- The death of the employee;
- Termination of the employee's employment (for reasons other than gross misconduct, as defined by your employer) or reduction of the employee's hours of employment with the employer;
- Divorce or legal separation from the employee;
- The employee becomes entitled to Medicare benefits; or
- Termination of a retiree spouse's coverage when the former employer discontinues retiree coverage within one year before or one year after filing for Chapter 11 bankruptcy.

DEPENDENT CHILD: A dependent child covered by the employer's Plan has the right to continuation coverage if group coverage is lost due to one of the following qualifying events:

- The death of the employee parent;
- The termination of the employee parent's employment (for reasons other than gross misconduct, as defined by your employer) or reduction in the employee parent's hours of employment with the employer;
- The employee parent's divorce or legal separation;
- Ceasing to be a "dependent child" under this Plan;
• The employee parent becomes entitled to Medicare benefits; or

• Termination of the retiree parent's coverage when the former employer discontinues retiree coverage within one year before or one year after filing for Chapter 11 bankruptcy.

**LOSS OF COVERAGE**

Coverage is lost in connection with the foregoing qualified events, when a covered employee, spouse or dependent child ceases to be covered under the same Plan terms and conditions as in effect immediately before the qualifying event (such as an increase in the premium or contribution that must be paid for employee, spouse or dependent child coverage).

If coverage is reduced or eliminated in anticipation of an event (for example, an employer eliminating an employee's coverage in anticipation of the termination of the employee's employment, or an employee eliminating the coverage of the employee's spouse in anticipation of a divorce or legal separation), the reduction or elimination is disregarded in determining whether the event causes a loss of coverage.

A loss of coverage need not occur immediately after the event, so long as it occurs before the end of the Maximum Coverage Period.

**NOTICES AND ELECTION**

This Plan provides that coverage terminates for a spouse due to legal separation or divorce or for a child when that child loses dependent status. Under the law, the employee or qualified beneficiary has the responsibility to inform the Plan Administrator (see Plan Description Information) if one of the above events has occurred. The qualified beneficiary must give this notice within 60 days after the event occurs. (For example, an ex-spouse should make sure that the Plan Administrator is notified of his or her divorce, whether or not his or her coverage was reduced or eliminated in anticipation of the event). When the Plan Administrator is notified that one of these events has happened, it is the Plan Administrator's responsibility to notify the qualified beneficiary of the right to elect continuation coverage.

For a qualified beneficiary who is determined under the Social Security Act to be disabled at any time during the first 60 days of COBRA coverage, the continuation coverage period may be extended 11 additional months. The disability that extends the 18-month coverage period must be determined under Title II (Old Age, Survivors, and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act. To be entitled to the extended coverage period, the disabled qualified beneficiary must provide notice to the Plan Administrator within the initial 18 month coverage period and within 60 days after the date of the determination of disability under the Social Security Act. Failure to provide this notice will result in the loss of the right to extend the COBRA continuation period.

For termination of employment, reduction in work hours, the death of the employee, the employee becoming covered by Medicare or loss of retiree benefits due to bankruptcy, it is the Plan Administrator's responsibility to notify the qualified beneficiary of the right to elect continuation coverage.

Under the law, continuation coverage must be elected within 60 days after Plan coverage ends, or if later, 60 days after the date of the notice of the right to elect continuation coverage. If continuation coverage is not elected within the 60 day period, the right to elect coverage under this Plan will end.
A covered employee or the spouse of the covered employee may elect continuation coverage for all covered dependents, even if the covered employee or spouse of the covered employee or all covered dependents are covered under another group health plan (as an employee or otherwise) prior to the election. The covered employee, his or her spouse and dependent child, however, each have an independent right to elect continuation coverage. Thus a spouse or dependent child may elect continuation coverage even if the covered employee does not elect it.

Coverage will not be provided during the election period. However, if the individual makes a timely election, coverage will be provided from the date that coverage would otherwise have been lost. If coverage is waived before the end of the 60 day election period and the waiver revoked before the end of the 60 day election period, coverage will be effective on the date the election of coverage is sent to the Plan Administrator.

On August 6, 2002, The Trade Act of 2002 (TAA), was signed into law. Workers whose employment is adversely affected by international trade (increased import or shift in production to another country) may become eligible to receive TAA. TAA provides a second 60-day COBRA election period for those who become eligible for assistance under TAA. Pursuant to the Trade Act of 1974, an individual who is either an eligible TAA recipient or an eligible alternative TAA recipient and who did not elect continuation coverage during the 60-day COBRA election period that was a direct consequence of the TAA-related loss of coverage, may elect continuation coverage during a 60-day period that begins on the first day of the month in which he or she is determined to be TAA-eligible individual, provided such election is made not later than 6 months after the date of the TAA-related loss of coverage. Any continuation coverage elected during the second election period will begin with the first day of the second election period and not on the date on which coverage originally lapsed.

TAA created a new tax credit for certain individuals who became eligible for trade adjustment assistance (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these new tax provisions, you may call the Health Care Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282.

The Plan Administrator shall require documentation evidencing eligibility of TAA benefits. This Plan need not require every available document to establish evidence of TAA. The burden for evidencing TAA eligibility is that of the individual applying for coverage under this Plan.

MAXIMUM COVERAGE PERIOD

Coverage may continue up to:

- 18 months for an employee and/or dependent whose group coverage ended due to termination of the employee's employment or reduction in hours of employment;

- 36 months for a spouse whose coverage ended due to the death of the employee or retiree, divorce, or the employee becoming entitled to Medicare at the time of the initial qualifying event;

- 36 months for a dependent child whose coverage ended due to the divorce of the employee parent, the employee becoming entitled to Medicare at the time of the initial qualifying event, the death of the employee, or the child ceasing to be a dependent under this Plan;
• For the retiree, until the date of death of the retiree who is on continuation due to loss of coverage within one year before or one year after the employer filed Chapter 11 bankruptcy.

DISABILITY

An 11-month extension of coverage may be available if any of the qualified beneficiaries are determined by the Social Security Administration (SSA) to be disabled. The disability has to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. The qualified beneficiary must provide notice of such determination prior to the end of the initial 18-month continuation period to be entitled to the additional 11 months of coverage. Each qualified beneficiary who has elected continuation coverage will be entitled to the 11-month disability extension if one of them qualifies. If a qualified beneficiary is determined by SSA to no longer be disabled, you must notify this Plan of that fact within 30 days after SSA’s determination.

SECOND QUALIFYING EVENT

An 18-month extension of coverage will be available to spouses and dependent children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is 36 months. Such second qualifying event may include the death of a covered employee, divorce or separation from the covered employee, the covered employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), or a dependent child’s ceasing to be eligible for coverage as a dependent under this Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under this Plan if the first qualifying event had not occurred. You must notify this Plan within 60 days after the second qualifying event occurs if you want to extend your continuation coverage.

TERMINATION BEFORE THE END OF MAXIMUM COVERAGE PERIOD

Continuation coverage will terminate before the end of the maximum coverage period for any of the following reasons:

• The employer no longer provides group health coverage to any of its employees;
• The premium for continuation is not paid timely;
• The individual on continuation becomes covered under another group health plan (as an employee or otherwise);
• The individual on continuation becomes entitled to Medicare benefits;
• If there is a final determination under Title II or XVI of the Social Security Act that an individual is no longer disabled; however, continuation coverage will not end until the month that begins more than 30 days after the determination;
• The occurrence of any event (e.g. submission of a fraudulent claim) permitting termination of coverage for cause under this Plan.
TYPE OF COVERAGE; PREMIUM PAYMENT

The initial premium payment for continuation coverage is due by the 45th day after coverage is elected. The initial premium includes charges back to the date the continuation coverage began. All other premiums are due on the first of the month for which the premium is paid, subject to a 31 day grace period. The employer must provide the individual with a quote of the total monthly premium.

Premium for continuation coverage may be increased, however, the premium may not be increased more than once in any determination period. The determination period is a 12 month period which is established by this Plan.

The monthly premium payment to this Plan for continuing coverage must be submitted directly to the employer. This monthly premium may include the employee's share and any portion previously paid by the employer. The monthly premium must be a reasonable estimate of the cost of providing coverage under this Plan for similarly situated non-COBRA beneficiaries. The premium for COBRA continuation coverage may include a 2% administration charge. However, for qualified beneficiaries who are receiving up to 11 months additional coverage (beyond the first 18 months) due to disability extension (and not a second qualifying event), the premium for COBRA continuation coverage may be up to 150% of the applicable premium for the additional months. Qualified beneficiaries who do not take the additional 11 months of special coverage will pay up to 102% of the premium cost.

OTHER INFORMATION

Additional information regarding rights and obligations under this Plan and under federal law may be obtained by contacting the Plan Administrator or Humana.

It is important for the covered person or qualified beneficiary to keep the Plan Administrator and Humana informed of any changes in marital status, or a change of address.

PLAN CONTACT INFORMATION

Xavier University
3800 Victory Parkway
Cincinnati, OH 45207-7000
Telephone: 513-745-3638

Humana Health Plan, Inc.
Billing/Enrollment Department
101 E. Main Street
Louisville, KY 40202
Toll-Free: 1-800-872-7207
CONTINUATION OF BENEFITS

Effective October 13, 1994 federal law requires that health plans must offer to continue coverage for employees who are absent due to service in the uniformed services and/or their dependents. Coverage may continue for up to twenty-four (24) months after the date the employee is first absent due to uniformed service.

ELIGIBILITY

An employee is eligible for continuation under USERRA if absent from employment because of voluntary or involuntary performance of duty in the Armed Forces, Army National Guard, Air National Guard, the commissioned corps of the Public Health Service or any other category of persons designated by the President of the United States of America in a time of war or national emergency. Duty includes absence for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for the purpose of an examination to determine fitness for duty.

An employee's dependent who has coverage under this Plan immediately prior to the date of the employee's covered absence are eligible to elect continuation under USERRA.

PREMIUM PAYMENT

If continuation of Plan coverage is elected under USERRA, the employee or dependent is responsible for payment of the applicable cost of coverage. If the employee is absent for 30 days or less, the cost will be the amount the employee would otherwise pay for coverage. For absences exceeding 30 days, the cost may be up to 102% of the cost of coverage under this Plan. This includes the employee's share and any portion previously paid by the employer.

DURATION OF COVERAGE

Elected continuation coverage under USERRA will continue until the earlier of:

- 24 months beginning the first day of absence from employment due to service in the uniformed services; or
- The day after the employee fails to apply for, or return to employment, as required by USERRA, after completion of a period of service.

Under federal law, the period of coverage available under USERRA shall run concurrently with the COBRA period available to an employee and/or eligible dependents.

OTHER INFORMATION

Employees should contact their employer with any questions regarding coverage normally available during a military leave of absence or continuation coverage and notify the employer of any changes in marital status, or a change of address.
As a participant in the Xavier University Employee Medical Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

**RECEIVE INFORMATION ABOUT THEIR PLAN AND BENEFITS**

1. Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites and union halls, all documents governing this Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by this Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

2. Obtain, upon written request from the Plan Administrator, copies of documents governing the operation of this Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for copies.

3. Receive a summary of this Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

**CONTINUE GROUP HEALTH PLAN COVERAGE**

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under this Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description and this Plan’s documents on the rules governing your COBRA continuation coverage rights.

**PRUDENT ACTIONS OF PLAN FIDUCIARIES**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your Plan, called “fiduciaries” of this Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

**ENFORCE THEIR RIGHTS**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.
Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from this Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with this Plan’s decision, or lack thereof, concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if for example, it finds your claim is frivolous.

ASSISTANCE WITH QUESTIONS

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory (or 1-866-444-3272), or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration or visiting the U.S. Department of Labor website at http://www.dol.gov/ebsa.
THE WOMEN’S HEALTH AND CANCER RIGHTS ACT OF 1998 (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women’s Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the covered mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

Contact your employer if you would like more information on WHCRA benefits.

THE NEWBORNS’ AND MOTHERS’ HEALTH PROTECTION ACT OF 1996

The Newborns’ and Mothers’ Health Protection Act of 1996 provides that group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother’s or newborn’s attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). An attending provider is defined as an individual who is licensed under applicable state law to provide maternal or pediatric care and who is directly responsible for providing such care to a mother or newborn child. The definition of attending provider does not include a plan, hospital, managed care organization or other issuer. In any case, plans may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Contact your employer if you would like more information on The Newborns’ and Mothers’ Health Protection Act.
1. **Proper Name of Plan:** Xavier University Employee Medical Plan

2. **Plan Sponsor:** Xavier University  
   3800 Victory Parkway  
   Cincinnati, OH 45207-7000  
   Telephone: 513-745-3638

3. **Employer:** Xavier University  
   3800 Victory Parkway  
   Cincinnati, OH 45207-7000  
   Telephone: 513-745-3638

4. **Plan Administrator and Named Fiduciary:**  
   Xavier University  
   3800 Victory Parkway  
   Cincinnati, OH 45207-7000  
   Telephone: 513-745-3638

5. **Employer Identification Number:** 31-0537516  
The Plan number assigned for government reporting purposes is 504.

6. This Plan provides medical and *prescription* drug benefits for participating *employees* and their enrolled *dependents*.

7. Plan benefits described in this booklet are effective January 1, 2016.

8. The **Plan year** is January 1 through December 31 of each year.

9. The fiscal year is July 1 through June 30 of each year.

10. Service of legal process may be served upon the **Plan Administrator** as shown above or the following agent for service of legal process:  
    Kathleen Riga  
    3800 Victory Parkway  
    Cincinnati, OH 45207-7000

11. The **Plan Manager** is responsible for performing certain delegated administrative duties, including the processing of claims. The **Plan Manager** and Claim Fiduciary is:  
    Humana Health Plan, Inc.  
    500 West Main Street  
    Louisville, KY 40202  
    Telephone: Refer to *your* ID card
12. This is a self-insured and self-administered health benefit plan. The cost of this Plan is paid with contributions shared by the employer and employee. Benefits under this Plan are provided from the general assets of the employer and are used to fund payment of covered claims under this Plan plus administrative expenses. Please see your employer for the method of calculating contributions and the funding mechanism used for the accumulation of assets through which benefits are provided under this Plan.

13. Each employee of the employer who participates in this Plan receives a Summary Plan Description, which is this booklet. This booklet will be provided to employees by the employer. It contains information regarding eligibility requirements, termination provisions, a description of the benefits provided and other Plan information.

14. This Plan’s benefits and/or contributions may be modified or amended from time to time, or may be terminated at any time by the Plan Sponsor. Significant changes to this Plan, including termination, will be communicated to participants as required by applicable law.

15. Upon termination of this Plan, the rights of the participants to benefits are limited to claims incurred and payable by this Plan up to the date of termination. Plan assets, if any, will be allocated and disposed of for the exclusive benefit of the participating employees and their dependents covered by this Plan, except that any taxes and administration expenses may be made from this Plan’s assets.

16. This Plan does not constitute a contract between the employer and any covered person and will not be considered as an inducement or condition of the employment of any employee. Nothing in this Plan will give any employee the right to be retained in the service of the employer, or for the employer to discharge any employee at any time.

17. This Plan is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.
SECTION 6
DEFINITIONS
DEFINITIONS

Italicized terms throughout this SPD have the meaning indicated below. Defined terms are italicized wherever found in this SPD.

A

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

**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 you are no longer registered as a bed patient.

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

**Adverse benefit determination** means a denial, reduction, or termination, or failure to provide or make payment (in whole or in part) for a benefit, including:

1. A determination based on a covered person’s eligibility to participate in this Plan;

2. A determination that a benefit is not a covered benefit;

3. The imposition of a source-of-injury exclusion, network exclusion, or other limitation on otherwise covered benefits; or

4. A determination resulting from the application of any utilization review, such as the failure to cover an item or service because it is determined to be experimental/investigational or not medically necessary.

An adverse benefit determination includes any rescission of coverage (whether or not, in connection with the rescission, there is an adverse effect on any particular benefit at that time). Rescission is a cancellation or discontinuance of coverage that has retroactive effect. A cancellation or discontinuance is not a rescission if:

1. The cancellation or discontinuance of coverage has only a prospective effect; or

2. The cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay premium or costs of coverage.

**Alternative medicine** means an approach to medical diagnosis, treatment or therapy that has been developed or practiced NOT using the generally accepted scientific methods in the United States of America. For purposes of this definition, alternative medicine shall include, but is not limited to: acupressure, aromatherapy, ayurveda, biofeedback, faith healing, guided mental imagery, herbal medicine, holistic medicine, homeopathy, hypnosis, macrobiotics, naturopathy, ozone therapy, reflexotherapy, relaxation response, rolfing, shiatsu and yoga.
DEFINITIONS (continued)

**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 *qualified practitioner*.

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

1. It must be staffed by physicians and a medical staff which includes registered nurses;
2. It must have permanent facilities and equipment for the primary purpose of performing *surgery*;
3. It must provide continuous physicians’ *services* on an outpatient basis;
4. It must admit and discharge patients from the facility within a 24-hour period;
5. 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;
6. 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.

**Appeal** (or *internal appeal*) means review by this Plan of an *adverse benefit determination*.

**Applied behavioral analysis (ABA) therapy** is an intensive behavioral treatment program that attempts to improve cognitive and social functioning.

**B**

**Behavioral health** means *mental health services* and *substance abuse services*.

**Beneficiary** means you and your covered *dependent(s)*, or legal representative of either, and anyone to whom the rights of you or your covered *dependent(s)* may pass.

**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*.

**C**

**Calendar year** means a period of time beginning on January 1 and ending on December 31.

**Claimant** means a *covered person* (or authorized representative) who files a claim.

**COBRA Service Provider** means a provider of COBRA administrative services retained by Humana or the *employer* to provide specific COBRA administrative services.

**Coinsurance** means the shared financial responsibility for *covered expenses* between the *covered person* and this Plan, expressed as a percentage.
Complications of pregnancy means:

1. Conditions whose diagnoses are distinct from pregnancy but adversely affected by pregnancy or caused by pregnancy. Such conditions include: acute nephritis, nephrosis, cardiac decompensation, hyperemesis gravidarum, puerperal infection, toxemia, eclampsia and missed abortion;

2. A non-elective cesarean section surgical procedure;

3. Terminated ectopic pregnancy; or

4. Spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible.

Complications of pregnancy do not mean:

1. False labor;

2. Occasional spotting;

3. Prescribed rest during the period of pregnancy;

4. Conditions associated with the management of a difficult pregnancy but which do not constitute distinct complications of pregnancy; or

5. An elective cesarean section.

Concurrent care decision means a decision by this Plan to reduce or terminate benefits otherwise payable for a course of treatment that has been approved by this Plan (other than by Plan amendment or termination) or a decision with respect to a request by a claimant to extend a course of treatment beyond the period of time or number of treatments that has been approved by this Plan.

Concurrent review means the process of assessing the continuing medical necessity, appropriateness, or utility of additional days of hospital confinement, outpatient care, and other health care services.

Confinement or confined means you are admitted as a registered bed patient in a hospital or a qualified treatment facility as the result of a qualified 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 medical covered expenses regardless of any amounts that may be paid by this Plan as shown in the Medical Schedule of Benefits section.

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

Court-ordered means involuntary placement in behavioral health treatment as a result of a judicial directive.
DEFINITIONS (continued)

Covered expense means medically necessary services incurred by you or your covered dependents for which benefits may be available under this Plan, subject to any maximum benefit and all other terms, provisions, limitations and exclusions of this Plan.

Covered person means the employee or any of the employee's covered dependents enrolled for benefits provided under this Plan.

Custodial care means services provided to assist in the activities of daily living which are not likely to improve your condition. Examples include, but are not limited to, assistance with dressing, bathing, preparation and feeding of special diets, transferring, walking, taking medication, getting in and out bed and maintaining continence. These services are considered custodial care regardless if a qualified practitioner or provider has prescribed, recommended or performed the services.

D

Deductible means a specified dollar amount that must be satisfied, either individually or combined as a covered family, per calendar year before this Plan pays benefits for certain specified services.

Dental injury means an injury to a sound natural tooth caused by a sudden, violent, and external force that could not be predicted in advance and could not be avoided.

Dependent means a covered employee's:

1. Legally recognized spouse;

2. Natural blood related child, step-child, legally adopted child or child placed with the employee for adoption or child for which the employee has legal guardianship whose age is less than the limiting age.

   The limiting age for each dependent child is the end of the month he or she attains the age of 26 years. Your child is covered to the limiting age regardless if the child is:
   a. Married;
   b. A tax dependent;
   c. A student;
   d. Employed;
   e. Residing with or receives financial support from you; or
   f. Eligible for other coverage through employment.

3. A covered employee's child whose age is less than the limiting age and is entitled to coverage under the provisions of this Plan because of a medical child support order.

   You must furnish satisfactory proof, upon request, to Humana that the above conditions continuously exist. If satisfactory proof is not submitted to Humana, the child's coverage will not continue beyond the last date of eligibility.
A covered dependent child who attains the limiting age while covered under this Plan will remain eligible for benefits if all of the following exist at the same time:

1. Permanently mentally disabled or permanently physically handicapped;
2. Incapable of self-sustaining employment;
3. The child meets all of the qualifications of a dependent as determined by the United States Internal Revenue Service;
4. Declared on and legally qualify as a dependent on the employee’s federal personal income tax return filed for each year of coverage; and
5. Unmarried.

You must furnish satisfactory proof to Humana that the above conditions continuously exist on and after the date the limiting age is reached. Humana may not request such proof more often than annually after two years from the date the first proof was furnished. If satisfactory proof is not submitted to Humana, 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 infusion 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 non-prescriptive oral agents for controlling blood sugar levels, glucagon emergency kits and alcohol swabs.

Durable medical equipment (DME) means equipment that is medically necessary and able to withstand repeated use. It must also be primarily and customarily used to serve a medical purpose and not be generally useful to a person except for the treatment of a bodily injury or sickness.

Emergency (true) means an acute, sudden onset of a sickness or bodily injury which is life threatening or will significantly worsen without immediate medical or surgical treatment.

Employee means you, as an employee, when you are permanently employed and paid a salary or earnings at your employer's place of business, or you as a former employee, who is now a retiree as determined by your employer, except with regards to eligibility.

Employer means the sponsor of this Group Plan or any subsidiary(s).
DEFINITIONS (continued)

Expense incurred means the fee charged for services provided to you. The date a service is provided is the expense incurred date.

Experimental, 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 this Plan:

1. 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 Clinical Pharmacology, Micromedex DrugDex, National Comprehensive Cancer Network Drugs and Biologies Compendium, and the American Hospital Formulary Service (AHFS) Drug Information for drugs used to treat cancer, and is determined to be covered by this Plan (for additional details, go to www.humana.com, click on “Humana Websites for Providers” along the left hand side of the page, then click “Medical Coverage Policies” under Critical Topics, then click “Medical Coverage Policies” and search for Clinical Trials and Off-Label and Off-Evidence); or
   b. Found to be accepted for that use in the most recently published edition of the Micromedex DrugDex or AHFS Drug Information for non-cancer drugs, and is determined to be covered by this Plan (for additional details, go to www.humana.com, click on “Humana Websites for Providers” along the left hand side of the page, then click “Medical Coverage Policies” under Critical Topics, then click “Medical Coverage Policies” and search for Clinical Trials and Off-Label and Off-Evidence); or
   c. Identified by this Plan 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;

2. Is a device required to receive Premarket Approval (PMA) or 510K approval by the FDA but has not received a PMA or 510K approval;

3. 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;

4. Is the subject of a National Institute of Health (NIH) Phase I, II or III trial or a treatment protocol comparable to a NIH Phase I, II or III trial, or any trial not recognized by NIH regardless of phase, except for:
   a. Clinical trials approved by this Plan (for additional details, go to www.humana.com, click on “Humana Websites for Providers” along the left hand side of the page, then click “Medical Coverage Policies” under Critical Topics, then click “Medical Coverage Policies” and search for Clinical Trials and Off-Label and Off-Evidence); or
   b. Transplants, in which case this Plan would approve requests for services that are the subject of a NIH Phase II, Phase III or higher when transplant services are appropriate for the treatment of the underlying disease;
5. 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 federal law and excluding transplants.

*External review* means a review of an *adverse benefit determination* (including a *final internal adverse benefit determination*) conducted pursuant to the federal *external review* process or an applicable state *external review* process.

**F**

*Family member* means you or your spouse, or you or your spouse's child, brother, sister, parent, grandchild or grandparent.

*Final external review decision* means a determination by an *independent review organization* at the conclusion of an *external review*.

*Final internal adverse benefit determination* means an *adverse benefit determination* that has been upheld by this Plan at the completion of the *internal appeals* process (or an *adverse benefit determination* with respect to which the internal *appeals* process has been exhausted under the deemed exhaustion rules).

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

**H**

*Hospital* means an institution which:

1. Maintains permanent full-time facilities for bed care of resident patients;
2. Has a physician and surgeon in regular attendance;
3. Provides continuous 24 hour a day nursing *services*;
4. Is primarily engaged in providing diagnostic and therapeutic facilities for medical or surgical care of sick or injured persons;
5. Is legally operated in the jurisdiction where located; and
6. Has surgical facilities on its premises or has a contractual agreement for surgical *services* with an institution having a valid license to provide such surgical *services*; or
7. Is a lawfully operated *qualified treatment facility* certified by the First Church of Christ Scientist, Boston, Massachusetts.

*Hospital* does not include an institution which is principally a rest home, skilled nursing facility, convalescent home or home for the aged. *Hospital* does not include a place principally for the treatment of *mental health* or *substance abuse*.
I

**Independent review organization (or IRO)** means an entity that conducts independent external reviews of adverse benefit determinations and final internal adverse benefit determinations.

**Intensive outpatient** means outpatient services providing:

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

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

1. *Custodial care*; or
2. Day care.

L

**Late applicant** means an *employee* and/or an *employee's eligible dependent* who applies for medical coverage more than 31 days after the eligibility date.

**Lifetime maximum benefit** means the maximum amount of benefits available while *you* are covered under this Plan.

M

**Maintenance care** means any *service* or activity which seeks to prevent *bodily injury* or *sickness*, prolong life, promote health or prevent deterioration of a *covered person* who has reached the maximum level of improvement or whose condition is resolved or stable.

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

1. The fee charged by the provider for the *services*;
2. The fee that has been negotiated with the provider whether directly or through one or more intermediaries or shared savings contracts for the services;

3. The fee established by this Plan 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 this Plan;

4. The fee based upon rates negotiated by this Plan or other payors with one or more participating providers in a geographic area determined by this Plan for the same or similar services;

5. 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

6. The fee based on a percentage determined by this Plan 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-participating 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.

**Maximum benefit** means the maximum amount that may be payable for each covered person, for expense incurred. The applicable maximum benefit is shown in the Medical Schedule of Benefits section. No further benefits are payable once the maximum benefit is reached.

**Medically necessary or medical necessity** means the extent of services required to diagnose or treat a bodily injury or sickness which is known to be safe and effective by the majority of qualified practitioners who are licensed to diagnose or treat that bodily injury or sickness. Such services must be:

1. Performed in the least costly setting required by your condition;

2. Not provided primarily for the convenience of the patient or the qualified practitioner;

3. Appropriate for and consistent with your symptoms or diagnosis of the sickness or bodily injury under treatment;

4. Furnished for an appropriate duration and frequency in accordance with accepted medical practices, and which are appropriate for your symptoms, diagnosis, sickness or bodily injury; and

5. Substantiated by the records and documentation maintained by the provider of service.

**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.

**Mental health** means a mental, nervous, or emotional disease or disorder of any type as classified in the Diagnostic and Statistical Manual of Mental Disorders, regardless of the cause or causes of the disease or disorder.
**Morbid obesity** (clinically severe obesity) means a body mass index (BMI) as determined by a *qualified practitioner* as of the date of *service* of:

1. 40 kilograms or greater per meter squared (kg/m²); or

2. 35 kilograms or greater per meter squared (kg/m²) 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.

**N**

**Non-participating (Non-PAR) provider** means a *hospital, qualified treatment facility, qualified practitioner* or any other health services provider who has *not* entered into an agreement with the *Plan Manager* to provide *participating provider services* or has *not* been designated by the *Plan Manager* as a *participating provider*.

**O**

**Off-evidence drug indications** mean indications for which there is a lack of sufficient evidence for safety and/or efficacy for a particular medication.

**Off-label drug indications** mean prescribing of an FDA-approved medication for a use or at a dose that is not included in the product indications or labeling. This term specifically refers to drugs or dosages used for diagnoses that are not approved by the FDA and may or may not have adequate medical evidence supporting safety and efficacy. Off-label prescribing of traditional drugs is a common clinical practice and many off-label uses are effective, well documented in peer reviewed literature and widely employed as standard of care treatments.

**Orthotic** means a custom-fitted or custom-made braces, splints, casts, supports and other devices used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body when prescribed by a *qualified practitioner*.

**Out-of-pocket limit** is a specified dollar amount that must be satisfied, either individually or combined as a covered family, per *calendar year* before a benefit percentage will be increased.

**P**

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

1. For a comprehensive and intensive interdisciplinary psychiatric treatment for minimum of 5 hours a day, 5 days per week;

2. 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
3. That has physicians and appropriately licensed mental health and substance abuse practitioners readily available for the emergent and urgent care 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 to be partial hospitalization services.

Partial hospitalization does not include services that are for custodial care or day care.

Participating (PAR) provider means a hospital, qualified treatment facility, qualified practitioner or any other health services provider who has entered into an agreement with, or has been designated by, Humana to provide specified services to all covered persons.

Pharmacist means a person who is licensed to prepare, compound and dispense medication and who is practicing within the scope of his or her license.

Pharmacy means a licensed establishment where prescription medications are dispensed by a pharmacist.

Plan Administrator means Xavier University.

Plan Manager means Humana Health Plan, Inc. (HHP). The Plan Manager provides services to the Plan Administrator, as defined under the Plan Management Agreement. The Plan Manager is not the Plan Administrator or the Plan Sponsor.

Plan Sponsor means Xavier University.

Plan year means a period of time beginning on the Plan anniversary date of any year and ending on the day before the same date of the succeeding year.

Post-service claim means any claim for a benefit under a group health plan that is not a pre-service claim.

Preadmission testing means only those outpatient x-ray and laboratory tests made within seven days before admission as a registered bed patient in a hospital. The tests must be for the same bodily injury or sickness causing the patient to be hospital confined. The tests must be accepted by the hospital in lieu of like tests made during confinement. Preadmission testing does not mean tests for a routine physical check-up.

Preauthorization means the process of assessing the medical necessity, appropriateness, or utility of proposed non-emergency hospital admissions, surgical procedures, outpatient care, and other health care services.

Predetermination of benefits means a review by Humana of a qualified practitioner's treatment plan, specific diagnostic and procedure codes and expected charges prior to the rendering of services.
Prescription means a direct order for the preparation and use of a drug, medicine or medication. The drug, medicine or medication must be obtainable only by prescription. The prescription must be given to a pharmacist verbally, electronically or in writing by a qualified practitioner for the benefit of and use by a covered person. The prescription must include at least:

1. The name and address of the covered person for whom the prescription is intended;
2. The type and quantity of the drug, medicine or medication prescribed, and the directions for its use;
3. The date the prescription was prescribed; and
4. The name and address of the prescribing qualified practitioner.

Pre-service claim means a claim with respect to which the terms of the Plan condition receipt of a Plan benefit, in whole or in part, on approval of the benefit by Humana in advance of obtaining medical care.

Protected health information means individually identifiable health information about a covered person, including: (a) patient records, which includes but is not limited to all health records, physician and provider notes and bills and claims with respect to a covered person; (b) patient information, which includes patient records and all written and oral information received about a covered person; and (c) any other individually identifiable health information about covered persons.

Provider contract means a legally binding agreement between Humana and a participating provider that includes a provider payment arrangement.

Qualified practitioner means a practitioner, professionally licensed by the appropriate state agency to diagnose or treat a bodily injury or sickness, and who provides services within the scope of that license.

Qualified treatment facility means only a facility, institution or clinic duly licensed by the appropriate state agency, and is primarily established and operating within the scope of its license.

Residential treatment facility means an institution which:

1. Is licensed as a 24-hour residential facility for mental health and substance abuse treatment, although not licensed as a hospital;
2. Provides a multidisciplinary treatment plan in a controlled environment, with periodic supervision of a physician or a Ph.D. psychologist; and
3. 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.

*Retail Clinic* means a *qualified treatment facility*, located in a retail store, that is often staffed by nurse practitioners and physician assistants who provide minor medical services on a “walk-in” basis (no appointment required).

*Retiree* means *you* as a former *employee*, who meets the requirements for retirement as determined by *your employer*.

*Retrospective review* means a review conducted after *services* (including outpatient procedures and *services*) have been provided to a *covered person* to validate utilization decisions and/or payment made for the care that was provided.

**S**

*Services* mean procedures, surgeries, examinations, consultations, advice, diagnosis, referrals, treatment, tests, supplies, drugs, devices or technologies.

*Sickness* means a disturbance in function or structure of *your* body which causes physical signs or symptoms and which, if left untreated, will result in a deterioration of the health state of the structure or system(s) of *your* body.

*Sound natural tooth* means a tooth that:

1. Is organic and formed by the natural development of the body (not manufactured);
2. Has not been extensively restored;
3. Has not become extensively decayed or involved in periodontal disease; and
4. Is not more susceptible to injury than a whole natural tooth.

*Specialty drug* means a drug, medicine or medication used as a specialized therapy developed for chronic, complex *sicknesses* or *bodily injuries*. *Specialty drugs* may:

1. Require nursing services or special programs to support patient compliance;
2. Require disease-specific treatment programs;
3. Have limited distribution requirements; or
4. Have special handling, storage or shipping requirements.
Substance abuse means the abuse of, or psychological or physical dependence on, or addiction to alcohol or a controlled substance.

Summary Plan Description ( SPD) means this document which outlines the benefits, provisions and limitations of this Plan.

Surgery means excision or incision of the skin or mucosal tissues, or insertion for exploratory purposes into a natural body opening. This includes insertion of instruments into any body opening, natural or otherwise, done for diagnostic or other therapeutic purposes.

Timely applicant means an employee and/or an employee's eligible dependent who applies for medical coverage within 31 days of the eligibility date.

Total disability or totally disabled means:

1. During the first twelve months of disability you or your employed covered spouse are at all times prevented by bodily injury or sickness from performing each and every material duty of your respective job or occupation;

2. After the first twelve months, total disability or totally disabled means that you or your employed covered spouse are at all times prevented by bodily injury or sickness from engaging in any job or occupation for wage or profit for which you or your employed covered spouse are reasonably qualified by education, training or experience;

3. For a non-employed spouse or a child, total disability or totally disabled means the inability to perform the normal activities of a person of similar age and gender.

A totally disabled person also may not engage in any job or occupation for wage or profit.

Urgent care claim means a claim for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations:

1. Could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function; or

2. In the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim; or

3. Generally, whether a claim is a claim involving urgent care will be determined by the Plan Manager. However, any claim that a physician with knowledge of a claimant's medical condition determines is a “claim involving urgent care” will be treated as a “claim involving urgent care.”

You and your means any covered person.
SECTION 7

PRESCRIPTION DRUG BENEFIT
PRESCRIPTION DRUG BENEFIT

All defined terms used in this Prescription Drug Benefit section have the same meaning given to them in the Definitions section of this Summary Plan Description, unless otherwise specifically defined below.

DEFINITIONS

The following definitions are used in this Prescription Drug Benefit section:

*Brand name medication* means a drug, medicine or medication that is manufactured and distributed by only one pharmaceutical manufacturer, or any drug product that has been designated as brand name by an industry-recognized source used by Humana.

*Cost share* means any medical and prescription drug deductible, copayment and/or percentage amount that you must pay per prescription drug or refill.

*Default rate* means the rate or amount equal to the Medicare reimbursement rate for the prescription or refill.

*Dispensing limit* means the monthly drug dosage limit and/or the number of months the drug usage is usually needed to treat a particular condition, as determined by Humana.

*Drug list* means a list of prescription drugs, medicines, medications and supplies specified by Humana. This list indicates applicable dispensing limits and/or any prior authorization or step therapy requirements. There is also a Women's Healthcare Drug List. Visit Humana’s Website at www.humana.com or by calling the tool-free customer service telephone number listed on your Humana ID card to obtain the drug lists. The drug lists are subject to change without notice.

*Generic medication* means a drug, medicine or medication that is manufactured, distributed, and available from a pharmaceutical manufacturer and identified by the chemical name, or any drug product that has been designated as generic by an industry-recognized source used by Humana.

*Legend drug* means any medicinal substance the label of which, under the Federal Food, Drug and Cosmetic Act is required to bear the legend: “Caution: Federal Law Prohibits dispensing without prescription”.

*Mail order pharmacy* means a pharmacy that provides covered mail order pharmacy services, as defined by Humana, and delivers covered prescriptions or refills through the mail to covered persons.

*Non-participating pharmacy* means a pharmacy that has NOT signed a direct agreement with Humana or has NOT been designated by Humana to provide covered pharmacy services, covered specialty pharmacy services or covered mail order pharmacy services, as defined by Humana, to covered persons, including covered prescriptions or refills delivered to your home.

*Off-evidence drug indications* mean indications for which there is a lack of sufficient evidence for safety and/or efficacy for a particular medication.
**Off-label drug indications** mean prescribing of an FDA-approved medication for a use or at a dose that is not included in the product indications or labeling. This term specifically refers to drugs or dosages used for diagnoses that are not approved by the FDA and may or may not have adequate medical evidence supporting safety and efficacy. Off-label prescribing of traditional drugs is a common clinical practice and many off-label uses are effective, well documented in peer reviewed literature and widely employed as standard of care treatments.

**Orphan drug** means a drug or biological used for the diagnosis, treatment, or prevention of rare diseases or conditions, which:

1. Affects less than 200,000 persons in the United States; or
2. Affects more than 200,000 persons in the United States, however, there is no reasonable expectation that the cost of developing the drug and making it available in the United States will be recovered from the sales of that drug in the United States.

**Participating pharmacy** means a pharmacy that has signed a direct agreement with Humana or has been designated by Humana to provide covered pharmacy services, covered specialty pharmacy services or covered mail order pharmacy services, as defined by Humana, to covered persons, including covered prescriptions or refills delivered to your home.

**Pharmacist** means a person who is licensed to prepare, compound and dispense medication and who is practicing within the scope of his or her license.

**Pharmacy** means a licensed establishment where prescription medications are dispensed by a pharmacist.

**Prescription** means a direct order for the preparation and use of a drug, medicine or medication. The prescription must be given by a qualified practitioner to a pharmacist for your benefit and used for the treatment of a sickness or bodily injury which is covered under this plan or for drugs, medicines or medications on the Women's Healthcare Drug List. The drug, medicine or medication must be obtainable only by prescription or must be obtained by prescription for drugs, medicines or medications on the Women's Healthcare Drug List. The prescription must be given to a pharmacist verbally, electronically or in writing by a qualified practitioner. The prescription must include at least:

1. Your name;
2. The type and quantity of the drug, medicine or medication prescribed, and the directions for its use;
3. The date the prescription was prescribed; and
4. The name and address of the prescribing qualified practitioner.
Prior authorization means the required prior approval from Humana for the coverage of prescription drugs, medicines and medications, including the dosage, quantity and duration, as appropriate for the covered person’s diagnosis, age and sex. Certain prescription drugs, medicines or medications may require prior authorization. Visit Humana’s Website at www.humana.com or call the toll-free customer service telephone number listed on your Humana ID card to obtain a list of prescription drugs, medicines and medications that require prior authorization.

Self-administered injectable drug means an FDA approved medication which a person may administer to himself/herself by means of intramuscular, intravenous, or subcutaneous injection, and is intended for use by you.

Specialty drug means a drug, medicine, medication or biological used as a specialized therapy developed for chronic, complex sicknesses or bodily injuries. Specialty drugs may:

1. Require nursing services or special programs to support patient compliance;
2. Require disease-specific treatment programs;
3. Have limited distribution requirements; or
4. Have special handling, storage or shipping requirements.

Specialty pharmacy means a pharmacy that provides covered specialty pharmacy services, as defined by Humana, to covered persons.

Step therapy means a type of prior authorization. Humana may require you to follow certain steps prior to coverage of some high-cost drugs, medicines or medications. Humana may require you to try a similar drug, medicine or medication that has been determined to be safe, effective and less costly for most people with your condition. Alternatives may include over-the-counter drugs, generic medications and brand name medications.
SCHEDULE OF PRESCRIPTION DRUG BENEFITS

Additional drug information can be obtained by accessing Humana’s website at www.humana.com or calling the toll-free customer service number on the back of your ID card.

### RETAIL PHARMACY AND SPECIALTY PHARMACY

Payable as shown on the Medical Schedule of Benefits, subject to the applicable PAR provider medical and prescription drug deductible, coinsurance and out-of-pocket limit provisions for a 30 day supply.

<table>
<thead>
<tr>
<th>Drug Category</th>
<th>Cost Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flu and Pneumonia Immunizations</td>
<td>No cost share</td>
</tr>
<tr>
<td>Drugs, Medicines or Medications on the Women's Healthcare Drug List (with a</td>
<td>No cost share</td>
</tr>
<tr>
<td>prescription from a qualified practitioner)</td>
<td></td>
</tr>
<tr>
<td>Drugs, Medicines or Medications on the Preventive Medication Coverage Drug</td>
<td>No cost share</td>
</tr>
<tr>
<td>List with a prescription from a qualified practitioner</td>
<td></td>
</tr>
<tr>
<td>Glucometers</td>
<td>No cost share</td>
</tr>
<tr>
<td>Diabetic Needles &amp; Syringes</td>
<td>No cost share</td>
</tr>
</tbody>
</table>

Some retail pharmacies and specialty pharmacies participate in a program which allows you to receive a 90 day supply of a prescription or refill. Your cost is outlined above under Retail Pharmacy and Specialty Pharmacy. Self-administered injectable drugs and specialty drugs may be limited to a 30 day supply from a retail pharmacy or specialty pharmacy, as determined by this Plan.
MAIL ORDER PHARMACY

Payable as shown on the Medical Schedule of Benefits, subject to the applicable PAR provider medical and prescription drug deductible, coinsurance and out-of-pocket limit provisions for a 90 day supply.

Self-administered injectable drugs and specialty drugs received from a mail order pharmacy may be limited to a 30 day supply from a retail pharmacy or specialty pharmacy, as determined by this Plan.

<table>
<thead>
<tr>
<th>Drugs, Medicines or Medications on the Women's Healthcare Drug List (with a prescription from a qualified practitioner)</th>
<th>No cost share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drugs, Medicines or Medications on the Preventive Medication Coverage Drug List with a prescription from a qualified practitioner</td>
<td>No cost share</td>
</tr>
<tr>
<td>Glucometers</td>
<td>No cost share</td>
</tr>
<tr>
<td>Diabetic Needles &amp; Syringes</td>
<td>No cost share</td>
</tr>
</tbody>
</table>
### OFFICE-ADMINISTERED SPECIALTY DRUGS

<table>
<thead>
<tr>
<th>Drug Type</th>
<th>Benefit Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to a 30 day supply of a <em>prescription</em> or refill for office administered <em>specialty drugs</em>, dispensed directly to the qualified practitioner’s office through Humana <em>Specialty Pharmacy</em></td>
<td>Payable as shown on the Medical Schedule of Benefits, subject to the applicable medical and <em>prescription drug deductible</em>, <em>coinsurance</em> and <em>out-of-pocket limit provisions</em>.</td>
</tr>
<tr>
<td>Up to a 30 day supply of a <em>prescription</em> or refill for office-administered <em>specialty drugs</em>, dispensed directly to the qualified practitioner’s office through a <em>pharmacy</em> other than Humana Specialty Pharmacy</td>
<td>Subject to the applicable Plan <em>cost share</em>.</td>
</tr>
</tbody>
</table>

*Specialty drugs* administered in a qualified practitioner’s office do not include *self-administered injectable drugs*.

### ADDITIONAL PRESCRIPTION DRUG BENEFIT INFORMATION

#### Participating Pharmacy

When a *participating pharmacy* is used and you do not present your I.D. card at the time of purchase, you must pay the pharmacy the full price of the *prescription* or refill at the time it is dispensed and submit the pharmacy receipt to Humana at the address listed below. You will be reimbursed at 100% of billed charges after the charge has been reduced by the applicable *deductible* and *coinsurance*.

#### Non-participating Pharmacy

When a *non-participating pharmacy* is used, you must pay the pharmacy the full price of the drug and submit the pharmacy receipt to Humana at the address listed below. You will be reimbursed at the *default rate* minus the applicable *coinsurance* amount after the *deductible* is satisfied. You will be reimbursed at the *default rate*, after the charge has been reduced by the applicable *cost share*. You are responsible for 100% of the difference between the *default rate* and the *non-participating pharmacy’s charge*. The charge received from a non-participating pharmacy for a *prescription* or refill may be higher than the *default rate*. 
Mail pharmacy receipts to:

Humana Claims Office
Attention: Pharmacy Department
P.O. Box 14601
Lexington, KY 40512-4601

PRIOR AUTHORIZATION

Some prescription drugs may be subject to prior authorization. To verify if a prescription drug requires prior authorization, call the toll-free customer service telephone number listed on your Humana ID card or by visiting Humana’s website at www.humana.com.

STEP THERAPY

Some prescription drugs may be subject to the step therapy process. Call the toll-free customer service telephone number listed on your Humana ID card or by visiting Humana’s website at www.humana.com for more information.

DISPENSING LIMITS

Some prescription drugs may be subject to dispensing limits. To verify if a prescription drug has dispensing limits, call the toll-free customer service telephone number on your Humana ID card or by visiting Humana’s website at www.humana.com.

RETAIL PHARMACY AND SPECIALTY PHARMACY

Your Plan provisions include a retail prescription drug benefit.

Present your Humana ID card at a participating pharmacy when purchasing a prescription. Prescriptions dispensed at a retail pharmacy or specialty pharmacy are limited to the day supply per prescription or refill as shown on the Schedule of Prescription Drug Benefits.

MAIL ORDER PHARMACY

Your prescription drug coverage also includes mail order pharmacy benefits, allowing participants an easy and convenient way to obtain prescription drugs.

Mail order pharmacy prescriptions will only be filled with the quantity prescribed by your qualified practitioner and are limited to the day supply per prescription or refill as shown on the Schedule of Prescription Drug Benefits.

Additional mail order pharmacy information can be obtained by calling Humana at the toll-free customer service telephone number on your Humana ID card or by visiting Humana’s website at www.humana.com.
OFFICE-ADMINISTERED SPECIALTY DRUGS

Your qualified practitioner has access to specialty drugs used to treat chronic conditions. These drugs can be ordered by your qualified practitioner specifically for you through Humana’s preferred specialty pharmacy vendor for administration in his/her office setting. This allows your qualified practitioner a cost effective and convenient way to obtain high cost, high tech specialty medications and injectables. Additional information can be obtained by calling Humana at the toll-free customer service telephone number on your Humana ID card or by visiting Humana’s website at www.humana.com.

PRESCRIPTION DRUG COST SHARING

Prescription drug benefits are payable for covered prescription expenses incurred by you and your covered dependents. Benefits for expenses made by a pharmacy are payable as shown on the Schedule of Prescription Drug Benefits.

You are responsible for:

- Any and all cost share, when applicable;
- The cost of medication not covered under the prescription drug benefits;
- The cost of any quantity of medication dispensed in excess of the day supply noted on the Schedule of Prescription Drug Benefits.

PRESCRIPTION DRUG COVERAGE

Because Humana's drug list is continually updated with prescription drugs approved or not approved for coverage, you must contact Humana by calling the toll-free customer service telephone number listed on your Humana ID card or by visiting Humana’s website at www.humana.com to verify whether a prescription drug is covered or not covered under the prescription drug benefits.

Covered prescription drugs, medicine or medications must:

1. Be prescribed by a qualified practitioner for the treatment of a sickness or bodily injury; and

2. Be dispensed by a pharmacist.

Prescription drug covered expenses aggregate toward any applicable medical PAR deductibles and out-of-pocket limits outlined in the “Medical Schedule of Benefits” section. Any expenses incurred under provisions of this “Prescription Drug Benefit” section do not apply toward your medical Non-PAR deductibles or out-of-pockets limits.

Humana may decline coverage of a specific prescription or, if applicable, drug list inclusion of any and all drugs, medicines or medications until the conclusion of a review period not to exceed six (6) months following FDA approval for the use and release of the drug, medicine or medication into the market.
PRESCRIPTION DRUG LIMITATIONS

Expense incurred will not be payable for the following:

1. Any drug, medicine, medication or supply not approved for coverage under this Plan. Contact Humana by calling the toll-free customer service telephone number listed on your Humana ID card or by visiting Humana’s website at www.humana.com to verify whether a prescription drug is covered or not covered under this Plan. Your Humana ID card can be used as a discount card is available for prescription drugs not covered under this Plan;

2. Legend drugs which are not deemed medically necessary by a qualified practitioner;

3. Charges for the administration or injection of any drug;

4. Any drug, medicine or medication labeled “Caution-limited by federal law to investigational use,” or any drug, medicine or medication that is experimental, investigational or for research purposes, even though a charge is made to you;

5. Any drug, medicine or medication that is consumed or injected at the place where the prescription is given, or dispensed by the qualified practitioner;

6. Prescriptions that are to be taken by or administered to the covered person, in whole or in part, while he or she is a patient in a facility where drugs are ordinarily provided by the facility on an inpatient basis. Inpatient facilities include, but are not limited to:
   a. Hospital;
   b. Skilled nursing facility; or
   c. Hospice facility;

7. Any drug prescribed, except:
   a. FDA approved drugs utilized for FDA approved indications; or
   b. FDA approved drugs utilized for off-label drug indications recognized in at least one compendia reference or peer-reviewed medical literature deemed acceptable to this Plan;

8. Off-evidence drug indications;

9. Prescription refills:
   a. In excess of the number specified by the qualified practitioner; or
   b. Dispensed more than one year from the date of the original order;

10. Any drug for which a charge is customarily not made;

11. Therapeutic devices or appliances, including, but not limited to: hypodermic needles and syringes (except needles and syringes for use with insulin and covered self-administered injectable drugs whose coverage is approved by this Plan); support garments; test reagents; mechanical pumps for delivery of medications; and other non-medical substances;
12. Dietary supplements (except enteral formulas and nutritional supplements for the treatment of phenylketonuria (PKU) or other inherited metabolic disease); nutritional products; fluoride supplements; minerals; herbs; and vitamins (except pre-natal vitamins, including greater than one milligram of folic acid, and pediatric multi-vitamins with fluoride);

13. Drug delivery implants;

14. Injectable drugs, including but not limited to: immunizing agents; biological sera; blood; blood plasma; or self-administered injectable drugs or specialty drugs not covered under this Plan;

15. Any drug prescribed for a sickness or bodily injury not covered under this Plan;

16. Any portion of a prescription or refill that exceeds the day supply as shown on the Schedule of Prescription Drug Benefits;

17. Any drug, medicine or medication received by the covered person:
   a. Before becoming covered under this Plan; or
   b. After the date the covered person’s coverage under this Plan has ended;

18. Any costs related to the mailing, sending, or delivery of prescription drugs;

19. Any intentional misuse of this benefit including prescriptions purchased for consumption by someone other than the covered person;

20. Any prescription or refill for drugs, medicines, or medications that are lost, stolen, spoiled, or damaged;

21. Repackaged drugs;

22. Any drug or medicine that is:
   a. Lawfully obtainable without a prescription (over-the-counter drugs), except insulin; or
   b. Available in prescription strength without a prescription;

23. Any drug or biological that has received designation as an orphan drug, unless approved by this Plan;

24. Any amount you paid for a prescription that has been filled, regardless of whether the prescription is revoked or changed due to adverse reaction or change in dosage or prescription;

25. Any portion of a prescription or refill that exceeds the drug specific dispensing limit, is dispensed to a covered person whose age is outside the drug specific age limits, is refilled early or exceeds the duration-specific dispensing limit, if applicable;

26. Any drug for which prior authorization or step therapy is required and not obtained;
27. Based on the dosage schedule prescribed by the qualified practitioner, more than one prescription or refill for the same drug or therapeutic equivalent medication prescribed by one or more qualified practitioners and dispensed by one or more pharmacies until you have used, or should have used, at least 75% of the previous prescription or refill. If the drug or therapeutic equivalent medication is purchased through a mail order pharmacy, until you have used, or should have used, at least 66% of the previous prescription or refill. If the drug or therapeutic equivalent medication is purchased through a retail pharmacy or specialty pharmacy that participates in the program which allows you to receive a 90 day supply of a prescription or refill at a retail pharmacy or specialty pharmacy, until you have used, or should have used, at least 66% of the previous prescription or refill. (Based on the dosage schedule prescribed by the qualified practitioner);

28. Any amount exceeding the default rate.