



**MIDDLE MARKET PLACE  
SMP HSA 2000/4000, MMRX**

**Group Number  
GROUP NUMBER - SECTION NUMBER**



## PPO Network Comprehensive Major Medical Health Care Certificate

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Our Member Frequently Asked Questions (FAQ) document is available to help you learn more about your rights and responsibilities; information about benefits, restrictions and access to medical care; policies about the collection, use and disclosure of your personal health information; finding forms to request privacy-related matters; tips on understanding your out-of-pocket costs, submitting a claim, or filing a complaint or appeal; finding a doctor, obtaining primary, specialty or emergency care, including after-hours care; understanding how new technology is evaluated; and how to obtain language assistance. The Member FAQ is available on our member site, *My Health Plan*, accessible from MedMutual.com. To request a hard copy of the FAQ, please contact us at the number listed on your member identification (ID) card.

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STSBPCM-OH3000/NGF  
STSBPCM-4095S/NGF  
NSTSBPCM-3031/NGF

# PPO NETWORK COMPREHENSIVE MAJOR MEDICAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Dependent Age Limit	The end of the month of the 26th birthday. See "Eligibility" for optional extension to age 28.
PPO Network Deductible per Benefit Period	
If you have single coverage:	\$2,000
If you have family coverage:	\$4,000
Non-PPO Network Deductible per Benefit Period	
If you have single coverage:	\$5,000
If you have family coverage:	\$10,000
PPO Network Coinsurance Limit per Benefit Period	
If you have single coverage:	Does not apply
If you have family coverage:	Does not apply
Non-PPO Network Coinsurance Limit per Benefit Period	
If you have single coverage:	\$5,000
If you have family coverage:	\$10,000
PPO Network Out-of-Pocket Maximum per Benefit Period (Includes Deductibles, Copayments, and Coinsurance)	
If you have single coverage:	\$2,000
If you have family coverage:	\$4,000
Non-PPO Network Out-of-Pocket Maximum per Benefit Period (Includes Deductibles, Copayments, and Coinsurance)	
If you have single coverage:	\$10,000
If you have family coverage:	\$20,000

Deductible accumulations are separate.

Any Excess Charges you pay for claims will not accumulate towards the Coinsurance Limit.

It is important that you understand how Medical Mutual calculates your responsibilities under this Certificate. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

To receive maximum benefits you must use PPO Network Providers. PPO Network Providers may change. Medical Mutual will tell you 60 days before a PPO Network Hospital becomes Non-PPO Network.

**Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Hospital in an emergency.**

<b>BENEFIT PERIOD MAXIMUMS PER COVERED PERSON</b>	
Chiropractic Visits	12 visits
Home Health Care	100 visits
Inpatient Physical Medicine and Rehabilitation Services	60 days
Outpatient Cardiac Rehabilitation Services	36 visits
Outpatient Pulmonary Therapy Services	20 visits
Outpatient Occupational Therapy Services	20 visits
Outpatient Physical Therapy Services	20 visits
Outpatient Speech Therapy Services	20 visits
Routine Mammogram Services	One mammogram; limited to 130% of the Medicare reimbursement amount; the maximum reimbursement amount applies only to Covered Services received inside the state of Ohio, as mandated by the state of Ohio.
Routine Pap Tests	One test
Routine Physical Examinations (age 21 and over)	Unlimited
Skilled Nursing Facility Services	90 days

<b>COINSURANCE PAYMENTS</b>	<b>Institutional and Professional Charges</b>	<b>Institutional Charges and Professional Charges</b>
<b>TYPE OF SERVICE</b>	<b>For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount</b>	<b>For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the Allowed Amount or Non-Contracting Amount (1)</b>
<b>ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS OTHERWISE SHOWN.</b>		
<b>EMERGENCY SERVICES</b>		
Emergency - Emergency Room - the Institutional charge for use of the Emergency Room	0%	
Emergency Services - all other related Institutional charges and Emergency Room Physician's charges	0%	
<b>INPATIENT SERVICES</b>		
Semi-Private Room and Board	0%	40%
<b>MENTAL HEALTH CARE, DRUG ABUSE AND ALCOHOLISM SERVICES</b>		
Mental Health Care, Drug Abuse and Alcoholism Services	Any applicable Deductible, Coinsurance Limit or Copayment corresponds to the type of service received and is payable on the same basis as any other illness (e.g., emergency room visits for a Mental Illness will be paid according to the Emergency Services section above).	
<b>PHYSICIAN/OFFICE SERVICES</b>		
Immunizations	0%, not subject to the Deductible	40%
Medically Necessary Office Visits	0%	40%
<b>ROUTINE, PREVENTIVE AND WELLNESS SERVICES</b>		
Preventive Services in accordance with state and federal law (2)	0%, not subject to the Deductible	40%
Routine Bone Density Tests	0%, not subject to the Deductible	40%
Routine Laboratory Services, Medical Tests and X-rays	0%, not subject to the Deductible	40%
Routine Mammograms	0%, not subject to the Deductible	40%
Routine Outpatient Endoscopic Procedures: Colonoscopy, Sigmoidoscopy, Anoscopy and Proctosigmoidoscopy only (3)	0%, not subject to the Deductible	40%
Routine Pap Tests	0%, not subject to the Deductible	40%
Routine Physical Examinations (age 21 and over)	0%, not subject to the Deductible	40%
Well Child Care Services, in accordance with the Affordable Care Act	0%, not subject to the Deductible	40%
<b>SURGICAL SERVICES</b>		
Inpatient and Outpatient Surgery	0%	40%
Medically Necessary Outpatient Endoscopic Procedures (i.e., Colonoscopy, Sigmoidoscopy, etc.)	0%	40%
<b>OTHER SERVICES</b>		
All Other Covered Services	0%	40%

## Notes

1. The Coinsurance percentage will be the same for Non-Contracting Providers as Non-PPO Network Providers but you may still be subject to balance billing and/or Excess Charges. Payments to Contracting Non-PPO Network Providers are based on Allowed Amount. Payments to Non-Contracting Providers are based on the Non-Contracting Amount.
2. Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
3. If a diagnosis of a medical Condition is made during the screening (e.g. removal of a polyp), the procedure is no longer considered routine and may be considered a diagnostic procedure under Surgical Services.



# PPO NETWORK COMPREHENSIVE MAJOR MEDICAL HEALTH CARE CERTIFICATE

This Certificate describes the health care benefits available to you as part of a Group Contract. It is subject to the terms and conditions of the Group Contract. This is not a summary plan description or an Employee Retirement Income Security Act (ERISA) Plan Document by itself. However, it may be attached to a document prepared by your Group that is called a summary plan description.

The actual Group Contract is between Medical Mutual of Ohio (Medical Mutual) and the employer or organization which pays or forwards the fees. The employer or organization will be referred to as the Group.

All persons who meet the following criteria are covered by the Group Contract and are referred to as **Covered Persons, you or your**. They must:

- apply for coverage under the Group Contract;
- pay for coverage if necessary;
- satisfy the conditions specified in the Eligibility section; and
- be approved by Medical Mutual.

Medical Mutual shall have the right to interpret and apply the terms of this Certificate. The decision about whether to pay any claim, in whole or in part, is within the discretion of Medical Mutual, subject to any available appeal process.

## **NOTICE:**

**If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and Hospitals, and it may be impossible to comply with both plans at the same time. Read all of the rules very carefully, including the Coordination of Benefits section, and compare them with the rules of any other plan that covers you or your family.**

**Medical Mutual of Ohio (Medical Mutual)**

## HOW TO USE YOUR CERTIFICATE

**This Certificate describes your health care benefits. Please read it carefully.**

The **Schedule of Benefits** gives you information about the limits and maximums of your coverage and explains your Coinsurance, Copayment and Deductible obligations, if applicable.

The **Definitions** section will help you understand unfamiliar words and phrases. If a word or phrase starts with a capital letter, it is either a title or it has a special meaning. If the word or phrase has a special meaning, it will be defined in this section or where used in the Certificate.

The **Eligibility** section outlines how and when you and your dependents become eligible for coverage under the Contract and when this coverage starts.

The **Health Care Benefits** section explains your benefits and some of the limitations on the Covered Services available to you.

The **Exclusions** section lists services which are not covered in addition to those listed in the Health Care Benefits section.

The **General Provisions** section tells you how to file a claim. It explains how Coordination of Benefits and Subrogation work. It also explains when your benefits may change, how and when your coverage stops and how to obtain coverage if this coverage stops.

## DEFINITIONS

**After Hours Care** - services received in a Physician's office at times other than regularly scheduled office hours, including days when the office is normally closed (e.g., holidays or Sundays).

**Alcoholism** - a Condition classified as a mental disorder and described in the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM) or the most recent version, as alcohol dependence, abuse or alcoholic psychosis.

**Allowed Amount** - For PPO Network and Contracting Providers, the Allowed Amount is the lesser of the Negotiated Amount or Covered Charge. For Non-Contracting Providers, the Allowed Amount is the Non-Contracting Amount, which will likely be less than the Provider's Billed Charges.

**Application** - all questionnaires and forms required by Medical Mutual to determine your eligibility.

**Autotransfusion** - withdrawal and reinjection/transfusion of the patient's own blood; only the patient's own blood is collected on several occasions over time to be reinfused during an operative procedure in which substantial blood loss is anticipated.

**Benefit Period** - the period of time specified in the Schedule of Benefits during which Covered Services are rendered, and benefit maximums, Deductibles, Coinsurance Limits and Non-PPO Network Coinsurance Limits are accumulated. The first and/or last Benefit Periods may be less than 12 months depending on the Effective Date and the date your coverage terminates.

**Billed Charges** - the amount billed on the claim submitted by the Provider for services and supplies provided to a Covered Person.

**Birth Year** - a 12 month rolling year beginning on the individual's birth date.

**Certificate** - this document.

**Certificate Holder** - an eligible employee or participant of the Group who has enrolled for coverage under the terms and conditions of the Group Contract.

**Charges** - the Provider's list of charges for services and supplies before any adjustments for discounts, allowances, incentives or settlements. For a Contracting Hospital, charges are the master charge list uniformly applicable to all payors before any discounts, allowances, incentives or settlements.

**Coinsurance** - a percentage of either the Allowed Amount or Non-Contracting Amount for which you are responsible after you have met your Deductible or paid your Copayment, if applicable.

**Coinsurance Limit** - a specified dollar amount of Coinsurance expense Incurred in a Benefit Period by a Covered Person for Covered Services.

**Condition** - an injury, ailment, disease, illness or disorder.

**Contraceptives** - oral, injectable, implantable or transdermal patches for birth control.

**Contract** - the agreement between Medical Mutual and your Group referred to as the Group Contract. The Contract includes the Group Application, individual Applications of the Certificate Holders, this Certificate, Schedules of Benefits and any Riders or amendments.

**Contracting** - the status of a Provider:

- that has an agreement with Medical Mutual about payment for Covered Services; or
- that is designated by Medical Mutual as Contracting.

**Copayment** - a dollar amount, if specified in the Schedule of Benefits, that you may be required to pay at the time Covered Services are rendered.

**Covered Charges** - the Billed Charges for Covered Services, except that Medical Mutual reserves the right to limit the amount of Covered Charges for Covered Services provided by a Non-Contracting Provider to the Non-Contracting Amount determined as payable by Medical Mutual.

**Covered Person** - the Certificate Holder, and if family coverage is in force, the Certificate Holder's Eligible Dependent(s).

**Covered Service** - a Provider's service or supply as described in this Certificate for which Medical Mutual will provide benefits, as listed in the Schedule of Benefits.

**Creditable Coverage** - coverage of an individual under any of the following:

- a group health plan, including church and governmental plans;
- health insurance coverage;
- Part A or Part B of Title XVIII of the Social Security Act (Medicare);
- Title XIX of the Social Security Act, other than coverage consisting solely of benefits under Section 1928 (Medicaid);
- the health plan for active military personnel, including TRICARE;
- the Indian Health Service or other tribal organization program;
- a state health benefits risk pool;
- the Federal Employees Health Benefits Program;
- a public health plan as defined in federal regulations;
- a health benefit plan under section 5 (c) of the Peace Corps Act; or
- any other plan which provides comprehensive hospital, medical and surgical services.

**Custodial Care** - care that does not require the constant supervision of skilled medical personnel to assist the patient in meeting their activities of daily living. Custodial Care is care which can be taught to and administered by a lay person and includes but is not limited to:

- administration of medication which can be self-administered or administered by a lay person; or
- help in walking, bathing, dressing, feeding or the preparation of special diets.

Custodial Care does not include care provided for its therapeutic value in the treatment of a Condition.

**Custodian** - a person who, by court order, has permanent custody of a child.

**Deductible** - an amount, usually stated in dollars, for which you are responsible each Benefit Period before Medical Mutual will start to provide benefits.

**Domestic Partner (Domestic Partnership)** - two adults who have chosen to share their lives in an intimate and committed relationship, reside together and share a mutual obligation of support for the basic necessities of life.

**Drug Abuse** - a Condition classified as a mental disorder and described in the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM) or the most recent version, as drug dependence abuse or drug psychosis.

**Effective Date** - 12:01 a.m. on the date when your coverage begins, as determined by your Group and Medical Mutual.

**Emergency Medical Condition** - a medical Condition manifesting itself by acute symptoms of sufficient severity, including severe pain, so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- Placing an individual's health in serious jeopardy, or with respect to a pregnant woman, the health of the woman or her unborn child;
- Result in serious impairment to the individual's bodily functions; or
- Result in serious dysfunction of a bodily organ or part of the individual.

**Emergency Services** - a medical screening examination as required by federal law that is within the capability of the emergency department of a Hospital, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition; and such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the Hospital, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd) to Stabilize the patient.

**Essential Health Benefits** - benefits defined under federal law (PPACA) as including benefits in at least the following categories; ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.

**Excess Charges** - the difference between Billed Charges and the applicable Allowed Amount or Non-Contracting Amount. You may be responsible for Excess Charges when you receive services from a Non-Contracting Provider.

**Experimental or Investigational Drug, Device, Medical Treatment or Procedure** - a drug, device, medical treatment or procedure is Experimental or Investigational:

- if the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time the drug or device is provided; or
- if reliable evidence shows that the drug, device, medical treatment or procedure is not considered to be the standard of care, is the subject of ongoing phase I, II or III clinical trials, or is under study to determine maximum tolerated dose, toxicity, safety, efficacy, or efficacy as compared with the standard means of treatment or diagnosis; or
- if reliable evidence shows that the consensus of opinion among experts is that the drug, device, medical treatment or procedure is not the standard of care and that further studies or clinical trials are necessary to determine its maximum tolerated dose, toxicity, safety, efficacy or efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence may consist of any one or more of the following:

- published reports and articles in the authoritative medical and scientific literature;
- opinions expressed by expert consultants retained by Medical Mutual to evaluate requests for coverage;
- the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure;
- the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure;
- corporate medical policies developed by Medical Mutual; or
- any other findings, studies, research and other relevant information published by government agencies and nationally recognized organizations.

Even if a drug, device, or portion of a medical treatment or procedure is determined to be Experimental or Investigational, Medical Mutual will cover those Medically Necessary services associated with the Experimental or Investigational drug, device, or portion of a medical treatment or procedure that Medical Mutual would otherwise cover had those Medically Necessary services been provided on a non-Experimental or non-Investigational basis.

The determination of whether a drug, device, medical treatment or procedure is Experimental or Investigational shall be made by Medical Mutual in its sole discretion, and that determination shall be final and conclusive, subject to any available appeal process.

**Federally Eligible Individual -**

- an individual who has had an 18-month period of Creditable Coverage with final coverage through an employer group plan, governmental plan or church plan. Coverage, after which there was a break of more than 63 days does not count in the period of Creditable Coverage. Creditable Coverage will be counted based on the standard method without regard to specific benefits;
- an individual who must apply within 63 days of the end of the termination date of his or her coverage under the group policy;
- an individual must not be eligible for coverage under a group health plan, Medicare or Medicaid;
- an individual must not have other health insurance coverage;
- an individual whose most recent prior coverage has not been terminated for nonpayment of premium or fraud; and
- if the individual elected COBRA coverage or state continuation coverage, the individual must exhaust all such continuation coverage to become a Federally Eligible Individual. Termination for non-payment of premium does not constitute exhausting such coverage.

**Full-time Student** - an Eligible Dependent who is enrolled at an accredited institution of higher learning. It must be certified annually that the student meets the institution's requirements for full-time status.

**Hospital** - an accredited Institution that meets the specifications set forth in the appropriate Chapter of the Ohio Revised Code and any other regional, state or federal licensing requirements, except for the requirement that such Institution be operated within the state of Ohio.

**Immediate Family** - the Certificate Holder and the Certificate Holder's spouse, Domestic Partner, parents, stepparents, grandparents, nieces, nephews, aunts, uncles, cousins, brothers, sisters, children and stepchildren by blood, marriage or adoption.

**Incurred** - rendered to you by a Provider. All services rendered by the Institutional Provider during an Inpatient admission prior to termination of coverage are considered to be Incurred on the date of admission.

**Inpatient** - a Covered Person who receives care as a registered bed patient in a Hospital or Other Facility Provider where a room and board charge is made.

**Institution (Institutional)** - a Hospital or Other Facility Provider.

**Legal Guardian** - an individual who is either the natural guardian of a child or who was appointed a guardian of a child in a legal proceeding by a court having the appropriate jurisdiction.

**Medical Care** - professional services received from a Physician or an Other Professional Provider to treat a Condition.

**Medically Necessary (or Medical Necessity)** - a Covered Service, supply and/or Prescription Drug that is required to diagnose or treat a Condition and which Medical Mutual determines is:

- appropriate with regard to the standards of good medical practice and not Experimental or Investigational;
- not primarily for your convenience or the convenience of a Provider; and
- the most appropriate supply or level of service which can be safely provided to you. When applied to the care of an Inpatient, this means that your medical symptoms or Condition require that the services cannot be safely or adequately provided to you as an Outpatient. When applied to Prescription Drugs, this means the Prescription Drug is cost effective compared to alternative Prescription Drugs which will produce comparable effective clinical results.

**Medicare** - the program of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

**Medicare Approved** - the status of a Provider that is certified by the United States Department of Health and Human Services to receive payment under Medicare.

**Mental Illness** - a Condition classified as a mental disorder in the International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM) or the most recent version, excluding Drug Abuse and Alcoholism.

**Negotiated Amount** - the amount the Provider has agreed with Medical Mutual to accept as payment in full for Covered Services, subject to the limitations set forth below.

The Negotiated Amount may include performance withholds and/or payments to Providers for quality or wellness incentives that may be earned and paid at a later date. Your Copayment, Deductible and/or Coinsurance amounts may include a portion that is attributable to a quality incentive payment or bonus and will not be adjusted or changed if such payments are not made.

The Negotiated Amount for Providers does not include adjustments and/or settlement due to prompt payment discounts, guaranteed discount corridor provisions, maximum charge increase limitation violations, performance withhold adjustments or any settlement, incentive, allowance or adjustment that does not accrue to a specific claim. In addition, the Negotiated Amount for Prescription Drugs does not include any share of formulary reimbursement savings (rebates), volume-based credits or refunds or discount guarantees.

In certain circumstances, Medical Mutual may have an agreement or arrangement with a vendor who purchases the services, supplies or products from the Provider instead of Medical Mutual contracting directly with the Provider itself. In these circumstances, the Negotiated Amount will be based upon the agreement or arrangement Medical Mutual has with the vendor and not upon the vendor's actual negotiated price with the Provider, subject to the further conditions and limitations set forth herein.

**Non-Contracting** - the status of a Provider that does not have a contract with Medical Mutual or one of its networks.

**Non-Contracting Amount** - subject to applicable law, the maximum amount allowed by Medical Mutual for Covered Services provided to Medical Mutual Covered Persons by a Non-Contracting Provider based on various factors, including, but not limited to, market rates for that service, Negotiated Amounts for that service, and Medicare reimbursement for that service. The Non-Contracting Amount will likely be less than the Provider's Billed Charges. If you receive services from a Non-Contracting Provider, and you are balanced billed for the difference between the Non-Contracting Amount and the Billed Charges, you may be responsible for the full amount up to the Provider's Billed Charges, even if you have met your Coinsurance Limit.

**Non-Covered Charges** - Billed Charges for services and supplies that are not Covered Services.

**Non-PPO Network Provider** - a Contracting Hospital, Contracting Other Facility Provider, Home Health Care Agency or Hospice Provider that does not meet the definition of a PPO Network Provider.

**Office Visit** - Office visits include medical visits or Outpatient consultations in a Physician's office or patient's residence. A Physician's office can be defined as a medical/office building, Outpatient department of a Hospital, freestanding clinic facility or a Hospital-based Outpatient clinic facility.

**Other Facility Provider** - the following Institutions that are licensed, when required, and where Covered Services are rendered which require compensation from their patients. Other than incidentally, these facilities are not used as offices or clinics for the private practice of a Physician or Other Professional Provider. Medical Mutual will only provide benefits for services or supplies for which a charge is made. Only the following Institutions which are defined below are considered to be Other Facility Providers:

- **Alcoholism Treatment Facility** - a facility that mainly provides detoxification and/or rehabilitation treatment for Alcoholism.
- **Ambulatory Surgical Facility** - a facility with an organized staff of Physicians that has permanent facilities and equipment for the primary purpose of performing surgical procedures strictly on an Outpatient basis. Treatment must be provided by or under the supervision of a Physician and also includes nursing services.
- **Day/Night Psychiatric Facility** - a facility that is primarily engaged in providing diagnostic services and therapeutic services for the Outpatient treatment of Mental Illness. These services are provided through either a day or night treatment program.
- **Dialysis Facility** - a facility that mainly provides dialysis treatment, maintenance or training to patients on an Outpatient or home care basis.
- **Drug Abuse Treatment Facility** - a facility that mainly provides detoxification and/or rehabilitation treatment for Drug Abuse.
- **Home Health Care Agency** - a facility that meets the specifications of Chapter 3701.88 of the Ohio Revised Code, except for the requirement that such Institution be operated within the state of Ohio and which provides nursing and other services as specified in the Home Health Care Services section of this Certificate. A Home Health Care Agency is responsible for supervising the delivery of such services under a plan prescribed and approved in writing by the attending Physician.
- **Hospice Facility** - a facility that provides supportive care for terminally ill patients as specified in the Hospice Services section of this Certificate.
- **Psychiatric Facility** - a facility that is primarily engaged in providing diagnostic services and therapeutic services for the treatment of Mental Illness on an Outpatient basis.
- **Psychiatric Hospital** - a facility that is primarily engaged in providing diagnostic services and therapeutic services for the treatment of Mental Illness on an Inpatient basis. Such services must be provided by or under the supervision of an organized staff of Physicians. Continuous nursing services must be provided under the supervision of a registered nurse.
- **Skilled Nursing Facility** - a facility that primarily provides 24-hour Inpatient Skilled Care and related services to patients requiring convalescent and rehabilitative care. Such care must be provided by either a registered nurse, licensed practical nurse or physical therapist performing under the supervision of a Physician.

**Other Professional Provider** - only the following persons or entities which are licensed as required:

- advanced nurse practitioner (A.N.P.);
- ambulance services;
- certified dietician;
- certified nurse practitioner;
- clinical nurse specialist;
- dentist;
- doctor of chiropractic medicine;
- durable medical equipment or prosthetic appliance vendor;
- laboratory (must be Medicare Approved);
- licensed independent social workers (L.I.S.W.);
- licensed practical nurse (L.P.N.);
- licensed professional clinical counselor;
- licensed professional counselor;
- licensed vocational nurse (L.V.N.);

- mechanotherapist (licensed or certified prior to November 3, 1975);
- nurse-midwife;
- occupational therapist;
- Pharmacy;
- physical therapist;
- physician assistant;
- podiatrist;
- Psychologist;
- registered nurse (R.N.);
- registered nurse anesthetist; and
- Urgent Care Provider.

**Out-of-Pocket Maximum** - a specified dollar amount of Deductible, Coinsurance and Copayment expense, including any applicable Prescription Drug Deductibles, Coinsurance and Copayments, Incurred in a Benefit Period by a Covered Person for Covered Services.

**Outpatient** - the status of a Covered Person who receives services or supplies through a Hospital, Other Facility Provider, Physician or Other Professional Provider while not confined as an Inpatient.

**Pharmacy** - an Other Professional Provider that is a licensed establishment where Prescription Drugs are dispensed by a pharmacist licensed under applicable state law.

**Physician** - a person who is licensed and legally authorized to practice medicine.

**PPACA** - Patient Protection and Affordable Care Act

**PPO Network Provider** - any Provider that is included in a limited panel of Providers as designated by Medical Mutual and for which the greatest benefit will be payable when one of these Providers is used.

**Preauthorization** - A decision by Medical Mutual that a health care service, treatment plan, prescription drug or durable medical equipment is Medically Necessary. This is also referred to as "precertification" or "prior approval". Medical Mutual requires preauthorization before you are admitted as an Inpatient in a Hospital or before you receive certain services, except for an Emergency Medical Condition. Preauthorization is not a promise that Medical Mutual will cover the cost.

**Prescription Drug (Federal Legend Drug)** - any medication that by federal or state law may not be dispensed without a Prescription Order.

**Prescription Order** - the request for medication by a Physician appropriately licensed to make such a request in the ordinary course of professional practice.

**Professional** - a Physician or Other Professional Provider.

**Professional Charges** - The cost of a Physician or Other Professional Provider's services before the application of the Negotiated Amount.

**Provider** - a Hospital, Other Facility Provider, Physician or Other Professional Provider.

**Psychologist** - an Other Professional Provider who is a licensed Psychologist having either a doctorate in psychology or a minimum of five years of clinical experience. In states where there is no licensure law, the Psychologist must be certified by the appropriate professional body.

**Residential Treatment Facility** - a facility that meets all of the following:

- An accredited facility that provides care on a 24 hour a day, 7 days a week, live-in basis for the evaluation and treatment of residents with psychiatric or chemical dependency disorders who do not require care in an acute or more intensive medical setting.
- The facility must provide room and board as well as providing an individual treatment plan for the chemical, psychological and social needs of each of its residents.
- The facility must meet all regional, state and federal licensing requirements.
- The residential care treatment program is supervised by a professional staff of qualified Physician(s), licensed nurses, counselors and social workers.

**Rider** - a document that amends or supplements your coverage.



**Routine Services** - Services not considered Medically Necessary.

**Skilled Care** - care that requires the skill, knowledge or training of a Physician or a:

- registered nurse;
- licensed practical nurse; or
- physical therapist

performing under the supervision of a Physician. In the absence of such care, the Covered Person's health would be seriously impaired. Such care cannot be taught to or administered by a lay person.

**Specialist** - a Physician or group of Physicians, in other than family practice, general practice, geriatrics, internal medicine, pediatrics, neonatology, obstetrics, gynecology or advanced practice nurses.

**Stabilize** - with respect to an Emergency Medical Condition, to provide such medical treatment of the Condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the Condition is likely to result from or occur during the transfer of the individual from a facility.

**Surgery** -

- the performance of generally accepted operative and other invasive procedures;
- the correction of fractures and dislocations;
- usual and related preoperative and postoperative care; or
- other procedures as reasonably approved by Medical Mutual.

**Transplant Center** - a facility approved by Medical Mutual that is an integral part of a Hospital and that:

- has consistent, fair and practical criteria for selecting patients for transplants;
- has a written agreement with an organization that is legally authorized to obtain donor organs; and
- complies with all federal and state laws and regulations that apply to transplants covered under this Certificate.

**United States** - all the states, the District of Columbia, the Virgin Islands, Puerto Rico, American Samoa, Guam and the Northern Mariana Islands.

**Urgent Care** - any Condition, which is not an Emergency Medical Condition, that requires immediate attention.

**Urgent Care Provider** - an Other Professional Provider that performs services for health problems that require immediate medical attention that are not Emergency Medical Conditions.

# ELIGIBILITY

## Applying for Coverage

Prior to receiving this Certificate, you applied for individual coverage or family coverage. For either coverage, you completed an Application. There may be occasions when the information on the Application is not enough. Medical Mutual will then request the additional data needed to determine whether or not to approve the enrollment. Coverage will not begin until your enrollment has been approved and you have been given an Effective Date.

Under individual coverage, only the Certificate Holder is covered. Under family coverage, the Certificate Holder and the Eligible Dependents who have been enrolled are covered.

## Eligible Dependents

- the Certificate Holder's spouse;
- the Certificate Holder's Domestic Partner (if your group's guidelines permit coverage of Domestic Partners);

To be considered an eligible Domestic Partner, the Certificate Holder and the Domestic Partner:

- must cohabit and reside together in the same residence, reside together in the same residence for at least six months and intend to do so indefinitely;
- must be engaged in an exclusive and committed relationship and be financially interdependent;
- both must at least 18 years of age and be each other's sole Domestic Partner;
- must not be married or separated from anyone else;
- must not have had another Domestic Partner within six months of establishing the current domestic partnership;
- must not be related by blood; and
- must not be in this relationship solely for the purpose of obtaining benefits coverage.

The Certificate Holder must provide a Domestic Partner Declaration and a medical history form, with supporting documentation, to Medical Mutual prior to enrolling the dependent Domestic Partner.

- the Certificate Holder's, spouse's or Domestic Partner's:
  - natural children;
  - stepchildren;
  - children placed for adoption and legally adopted children;
  - children for whom either the Certificate Holder, Certificate Holder's spouse or Domestic Partner is the Legal Guardian or permanent Custodian; or
  - any children who, by court order, must be provided health care coverage by the Certificate Holder, Certificate Holder's spouse or Domestic Partner.

To be considered Eligible Dependents, children's ages must fall within the age limit specified in the Schedule of Benefits, except as provided below under "Optional Extension".

## Optional Extension

At the option of the Certificate Holder and at the Certificate Holder's expense, coverage for dependent child can be provided up to age 28. Subject to all other terms and conditions of this Certificate, coverage can be provided if the dependent child is:

- not married;
- the natural child, stepchild or adopted child of the Certificate Holder or the Certificate Holder's spouse;
- a resident of Ohio;
- if not an Ohio resident, a Full-time Student at an accredited public or private institution of higher education;
- not employed by an employer that offers any health benefit plan under which the child is eligible for coverage; and
- not eligible for coverage under Medicaid or Medicare.

Eligibility will continue past the age limit for dependent children who are unmarried and primarily dependent upon the Certificate Holder for support due to a physical handicap or mental retardation which renders them unable to support themselves. This incapacity must have started before the age limit was reached and must be medically certified by a Physician. You must notify Medical Mutual of the dependent child's desire to continue coverage within 31 days of reaching the limiting age. After a two-year period following the date the dependent child meets the age limit, Medical Mutual may annually require further proof that the dependence and incapacity continue.

If an Eligible Dependent child is being covered as a Full-time Student, and a Medically Necessary Leave of Absence causes such child to stop being a Full-time Student under the dependent eligibility terms of this Certificate, the child will continue to be covered under this Certificate until the earlier of one year, or the date coverage would otherwise end under the terms of this Certificate.

Medically Necessary Leave of Absence means a leave of absence from a postsecondary educational institution (including an institution of higher education as defined in section 102 of the Higher Education Act of 1965), or any other change in enrollment of such child at such an institution, that:

1. commences while such child is suffering from a serious illness or injury;
2. is Medically Necessary; and
3. causes such child to lose student status for purposes of coverage under the terms of this Certificate.

We must receive written certification by the treating Physician of the dependent child which states that the child is suffering from a serious illness or injury and that the leave of absence (or other change of enrollment) is Medically Necessary.

### **Qualified Medical Child Support Order**

In general, a Qualified Medical Child Support Order (QMCSO) is a court order that requires a Certificate Holder to provide medical coverage for his or her children (called alternate recipients) in situations involving divorce, legal separation or paternity dispute. A QMCSO may not require the plan to provide any type or form of benefit, or any option not otherwise provided under the Plan, except as otherwise required by law. This plan provides benefits according to the requirements of any QMCSO as defined by ERISA section 609(a). The Group will promptly notify affected Certificate Holders and alternate recipients if a QMCSO is received. The Group will notify these individuals of its procedures for determining whether medical child support orders are qualified; within a reasonable time after receipt of such order, the Group will determine whether the order is qualified and notify each affected Certificate Holder and alternate recipient of its determination. A copy of the Group's QMCSO procedures is also available upon request from the Group, without charge.

Once the dependent child is enrolled as an alternate recipient under a QMCSO, the child's appointed guardian will receive a copy of all pertinent information provided to the Certificate Holder. In addition, should the Certificate Holder lose eligibility status, the guardian will receive the necessary information regarding the dependent child's rights for continuation of coverage under COBRA.

### **Effective Date**

Coverage starts at 12:01 a.m. on the Effective Date. The Effective Date is determined by your Group and Medical Mutual. No benefits will be provided for services, supplies or charges Incurred before your Effective Date.

### **Changes in Coverage**

If you have individual coverage, you may change to family coverage if you marry or Declare a Domestic Partnership or you or your spouse or Domestic Partner acquire an Eligible Dependent. You must notify your Group benefits administrator who must then notify Medical Mutual of the change.

A spouse and other Eligible Dependents (other than Domestic Partners) who become eligible by reason of marriage will be effective on the date of the marriage if an Application for their coverage is submitted to Medical Mutual within 31 days of the marriage. A newly eligible Domestic Partner may be added only during an open enrollment period.

A newborn child or an adopted child will be covered for 31 days from birth or adoptive placement in the home. If payment of a specific premium is required to provide coverage for an additional child, you must submit an Application to Medical Mutual within 31 days of birth in order to continue coverage beyond 31 days for the additional child. Coverage will continue for the adopted child unless the placement is disrupted prior to legal adoption and the child is removed from placement.

If a premium change (as described above) is required and Medical Mutual is not notified of the change within 31 days of the event, the Effective Date of your coverage will be determined in accordance with the Group Contract. It is important to complete and submit your Application promptly as the date this new coverage begins will depend on when you apply.

Under Ohio law, certain changes in circumstance (i.e., moving back to Ohio) provide for an additional enrollment opportunity for dependent children. Contact your Group benefits administrator for additional information.

There are occasions when circumstances change and only the Certificate Holder is eligible for coverage. Family coverage must then be changed to individual coverage. In addition, your Group must be notified when you or an Eligible Dependent under your Certificate becomes eligible for Medicare.

### **Special Enrollment (not applicable to Domestic Partners)**

You or your Eligible Dependent who has declined the coverage provided by this Certificate may enroll for coverage under this Certificate during any special enrollment period if you lose coverage or add a dependent for the following reasons, as well as any other event that may be added by federal regulations:

1. In order to qualify for special enrollment rights because of loss of coverage, you or your Eligible Dependent must have had other group health plan coverage at the time coverage under this Certificate was previously offered. You or your Eligible Dependent must have also stated, in writing, at that time that coverage was declined because of the other coverage, but only if Medical Mutual required such a statement at the time coverage was declined, and you were notified of this requirement and the consequences of declining coverage at that time.
2. If coverage was non-COBRA, loss of eligibility or the Group's contributions must end. A loss of eligibility for special enrollment includes:
  - a. Loss of eligibility for coverage as a result of divorce or legal separation
  - b. Cessation of dependent status (such as attaining the maximum age to be eligible as a dependent child under the Certificate)
  - c. Death of an Eligible Employee
  - d. Termination of employment
  - e. Reduction in the number of hours of employment that results in a loss of eligibility for plan participation (including a strike, layoff or lock-out)
  - f. Loss of coverage that was one of multiple health insurance plans offered by an employer, and the Eligible Employee elects a different plan during an open enrollment period
  - g. An individual no longer resides, lives, or works in an HMO Service Area (whether or not within the choice of the individual), and no other benefit package is available to the individual through the other employer
  - h. A situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual
  - i. A situation in which an individual incurs a claim that would meet or exceed a medical plan lifetime limit on all benefits (additional requirements apply)
  - j. Termination of an employee's or dependent's coverage under Medicaid or under a state child health insurance plan (CHIP)
  - k. The employee or dependent is determined to be eligible for premium assistance in the Group's plan under a Medicaid or CHIP plan
3. If you or your Eligible Dependent has COBRA coverage, the coverage must be exhausted in order to trigger a special enrollment right. Generally, this means the entire 18, 29 or 36-month COBRA period must be completed in order to trigger a special enrollment for loss of other coverage.
4. Enrollment must be supported by written documentation of the termination of the other coverage with the effective date of said termination stated therein. With the exception of items "j" (termination of Medicaid or CHIP coverage) and "k" (eligibility for premium assistance) above, notice of intent to enroll must be provided to Medical Mutual by the Group no later than thirty-one (31) days following the triggering event with coverage to become effective on the date the other coverage terminated. For items "j" and "k" above, notice of intent to enroll must be provided to Medical Mutual by the Group within sixty (60) days following the triggering event, with coverage to become effective on the date of the qualifying event.

If you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your Eligible Dependents, provided that you request enrollment within thirty-one (31) days after the marriage, birth, adoption or placement for adoption.

If you acquire a new dependent as a result of entering into a Domestic Partnership, there is no special enrollment period. Newly acquired Domestic Partners may only be added during open enrollment.

## **Your Identification Card**

You will receive identification cards. These cards have the Certificate Holder's name, subscriber number and group number on them. The identification card should be presented when receiving Covered Services under this coverage because it contains information you or your Provider will need when submitting a claim or making an inquiry. Your receipt or possession of an identification card does not mean that you are automatically entitled to benefits.

Your identification card is the property of Medical Mutual and must be returned to the Group if your coverage ends for any reason. After coverage ends, use of the identification card is not permitted and may subject you to legal action.

## HEALTH CARE BENEFITS

This section describes the services and supplies covered if provided and billed by Providers. All Covered Services must be Medically Necessary unless otherwise specified.

**Please refer to the Prior Approval of Non-PPO Network Benefits in the How Claims Are Paid section of the General Provisions for information regarding services received from Non-PPO Network Providers.**

### **Women's Health and Cancer Rights Act Notice**

Your Plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema. Call the Customer Service number located on your identification card for more information.

### **Allergy Tests and Treatments**

Allergy tests and treatment that are performed and related to a specific diagnosis are Covered Services. Desensitization treatments are also covered.

### **Ambulance Services**

Transportation for conditions other than Emergency Medical Conditions via ambulance must be certified by your Physician. Transportation services are subject to medical review to determine Medical Necessity. Ambulance services include local ground transportation by a vehicle equipped and used only to transport the sick and injured:

- from your home, scene of an accident or Emergency Medical Condition to a Hospital;
- between Hospitals;
- between a Hospital and a Skilled Nursing Facility;
- from a Hospital or Skilled Nursing Facility to your home; or
- from a Physician's office to a Hospital.

Trips must be to the closest facility that is medically equipped to provide the Covered Services that are appropriate for your Condition.

Transportation for Emergency Medical Conditions will also be covered when provided by a professional ambulance service for other than local ground transportation such as air and water transportation, only when special treatment is required and the transportation is to the nearest Hospital qualified to provide the special treatment.

**Transportation services provided by an ambulette or a wheelchair van are not Covered Services.**

### **Case Management**

Case management is an economical, common-sense approach to managing health care benefits. Medical Mutual's case management staff evaluates opportunities to cover cost-effective alternatives to the patient's current health care needs. Case management has proven to be very effective with catastrophic cases, long-term care, and psychiatric and substance abuse treatment. In such instances, benefits not expressly covered in this Certificate may be approved. All case management programs are voluntary for the patient.

Coverage for these services must be approved in advance and in writing by Medical Mutual.

To learn more about these services, you may contact Medical Mutual's case management staff.

## Clinical Trial Programs

Benefits are provided for Routine Patient Costs administered to a Covered Person participating in any stage of an Approved Clinical Trial, if that care would be covered under the plan if the Covered Person was not participating in a clinical trial.

In order to be eligible for benefits, the Covered Person must meet the following conditions (number 2 below is not required for cancer clinical trials in Ohio):

1. The Covered Person is eligible to participate in an Approved Clinical Trial, according to the trial protocol with respect to treatment of cancer or other Life-threatening Conditions.
2. Either:
  - a. The referring Provider is a PPO Network Provider and has concluded that the Covered Person's participation in such trial would be appropriate based upon the Covered Person meeting the conditions described in "1" above; or
  - b. The Covered Person provides medical and scientific information establishing that his or her participation in such trial would be appropriate based upon the Covered Person meeting the conditions described in "1" above.

If the clinical trial is not available from a PPO Network Provider, the Covered Person may participate in an Approved Clinical Trial administered by a Non-Contracting Provider. However, the Routine Patient Costs will be covered at the Non-Contracting Amount, and the Covered Person may be subject to balance billing up to the Provider's Billed Charges for the services.

"Approved Clinical Trial" means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or Condition and is described in any of the following:

- A federally funded trial.
- The study or investigation is conducted under an Investigational new drug application reviewed by the Food and Drug Administration.
- The study or investigation is a drug trial that is exempt from having such an Investigational new drug application.

"Life-threatening Condition" means any disease or Condition from which the likelihood of death is probable unless the course of the disease or Condition is interrupted.

"Routine Patient Costs" means all health care services that are otherwise covered under the Group Contract for the treatment of cancer or other Life-threatening Condition that is typically covered for a patient who is not enrolled in an Approved Clinical Trial.

"Subject of a Clinical Trial" means the health care service, item, or drug that is being evaluated in the Approved Clinical Trial and that is not a Routine Patient Cost.

No benefits are payable for the following:

- A health care service, item, or drug that is the subject of the Approved Clinical Trial;
- A health care service, item, or drug provided solely to satisfy data collection and analysis needs and that is not used in the direct clinical management of the patient;
- An Experimental or Investigational drug or device that has not been approved for market by the United States Food and Drug Administration;
- Transportation, lodging, food, or other expenses for the patient, or a family member or companion of the patient, that are associated with the travel to or from a facility providing the Approved Clinical Trial;
- An item or drug provided by the Approved Clinical Trial sponsors free of charge for any patient;
- A service, item, or drug that is eligible for reimbursement by an entity other than Medical Mutual, including the sponsor of the Approved Clinical Trial;
- A service, item, or drug that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

## Dental Services for an Accidental Injury

Dental services will only be covered for initial injuries sustained in an accident. The accidental injury must have caused damage to the jaws, sound natural teeth, mouth or face. Injury as a result of chewing or biting shall not be considered an accidental injury.

## Diagnostic Services

A diagnostic service is a test or procedure performed, when you have specific symptoms, to detect or monitor your Condition. It must be ordered by a Physician or Other Professional Provider. Covered diagnostic services are limited to the following:

- radiology, ultrasound and nuclear medicine;
- laboratory and pathology services; and
- EKG, EEG, MRI and other electronic diagnostic medical procedures.

## Drug Abuse and Alcoholism Services

Detoxification and rehabilitation services are provided for the treatment of Drug Abuse or Alcoholism. In addition, the following services are also covered for the treatment of Drug Abuse or Alcoholism:

- individual and group psychotherapy;
- psychological testing; and
- family counseling: counseling with family members to assist with diagnosis and treatment. This coverage will provide payment for Covered Services only for those family members who are considered Covered Persons under this Certificate. Charges will be applied to the Covered Person who is receiving family counseling services, not necessarily the patient receiving treatment for Drug Abuse or Alcoholism.

Inpatient care, including care in a Residential Treatment Facility, must be approved by Medical Mutual prior to admission.

## Drugs and Biologicals

You are covered for Prescription Drugs and biologicals that cannot be self-administered and are furnished as part of a Physician's professional service, such as antibiotics, joint injections and chemotherapy, in the course of the diagnosis or treatment of a Condition. Other drugs that can be self-administered or that may be obtained under drug coverage, if applicable, are not covered but the administration of the drug may be covered.

Drugs that can be covered under your supplemental Prescription Drug plan need to be obtained under your Pharmacy coverage.

## Emergency Services

You are covered for Medically Necessary Emergency Services for an Emergency Medical Condition. Emergency Services are available 24 hours a day, 7 days a week. If you are experiencing an Emergency Medical Condition, call 9-1-1 or go to the nearest Hospital to obtain Emergency Services. **Care and treatment once you are Stabilized are not Emergency Services.** Continuation of care beyond that needed to evaluate or Stabilize your Emergency Medical Condition will be covered according to your Schedule of Benefits. Please refer to your Schedule of Benefits for a detailed coverage explanation.



## Health Education Services

Benefits are provided for educational, vocational and training services while an Inpatient of a Hospital or Other Facility Provider.

**Behavioral Counseling to Promote a Healthy Diet** - Intensive behavioral dietary counseling for adults with hyperlipidemia and other known risk factors for cardiovascular and diet-related chronic diseases.

## Home Health Care Services

The following are Covered Services when you receive them from a Hospital or a Home Health Care Agency:

- professional services of a registered or licensed practical nurse;
- treatment by physical means, occupational therapy and speech therapy;
- medical and surgical supplies;
- Prescription Drugs;
- oxygen and its administration;
- medical social services, such as the counseling of patients; and
- home health aide visits when you are also receiving covered nursing or therapy services.

**Medical Mutual will not cover any home health care services or supplies which are not specifically listed in this Home Health Care Services section. Examples include but are not limited to:**

- homemaker services;
- food or home delivered meals; and
- Custodial Care, rest care or care which is only for someone's convenience.

All Home Health Care services must be certified initially by your Physician and your Physician must continue to certify that you are receiving Skilled Care and not Custodial Care as requested by Medical Mutual. All services will be provided according to your Physician's treatment plan and as authorized as Medically Necessary by Medical Mutual.

## Hospice Services

Hospice services consist of health care services provided to a terminally ill Covered Person. Hospice services must be provided through a freestanding Hospice Facility or a hospice program sponsored by a Hospital or Home Health Care Agency. Hospice services may be received by the Covered Person in a private residence.

Benefits for hospice services are available when the prognosis of life expectancy is six months or less.

The following Covered Services are considered hospice services:

- professional services of a registered or licensed practical nurse;
- treatment by physical means, occupational therapy and speech therapy;
- medical and surgical supplies;
- Prescription Drugs; limited to a two-week supply per Prescription Order or refill (These Prescription Drugs must be required in order to relieve the symptoms of a Condition, or to provide supportive care.);
- oxygen and its administration;
- medical social services, such as the counseling of patients;
- home health aide visits when you are also receiving covered nursing or therapy services;
- acute Inpatient hospice services;
- respite care;
- dietary guidance; counseling and training needed for a proper dietary program;
- durable medical equipment; and

- bereavement counseling for family members.

**Non-covered hospice services include but are not limited to:**

- **volunteer services;**
- **spiritual counseling;**
- **homemaker services;**
- **food or home delivered meals;**
- **chemotherapy or radiation therapy if other than to relieve the symptoms of a Condition; and**
- **Custodial Care, rest care or care which is only for someone's convenience.**

<h2>Inpatient Hospital Services</h2>
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The Covered Services listed below are benefits when services are performed in an Inpatient setting, except as specified.

The following bed, board and general nursing services are covered:

- a semiprivate room or ward;
- a private room, when Medically Necessary; if you request a private room, Medical Mutual will provide benefits only for the Hospital's average semiprivate room rate;
- newborn nursery care; and
- a bed in a special care unit approved by Medical Mutual. The unit must have facilities, equipment and supportive services for the intensive care of critically ill patients.

Covered ancillary Hospital services include, but are not limited to:

- operating, delivery and treatment rooms and equipment;
- Prescription Drugs;
- whole blood, blood derivatives, blood plasma and blood components, including administration and blood processing. We will cover the cost of administration, donation and blood processing of your own blood in anticipation of Surgery, but charges for the blood are excluded. **Autotransfusions or cell saver transfusions occurring during or after Surgery are not covered;**
- anesthesia, anesthesia supplies and services;
- oxygen and other gases;
- medical and surgical dressings, supplies, casts and splints;
- diagnostic services;
- therapy services; and
- surgically inserted prosthetics such as pacemakers and artificial joints.

**Non-covered Hospital services include, but are not limited to:**

- **gowns and slippers;**
- **shampoo, toothpaste, body lotions and hygiene packets;**
- **take-home drugs;**
- **telephone and television; and**
- **guest meals or gourmet menus.**

**Coverage is not provided for an Inpatient admission, the primary purpose of which is:**

- **diagnostic services;**
- **Custodial Care;**
- **rest care;**
- **environmental change;**
- **physical therapy; or**
- **residential treatment.**

**Coverage for Inpatient care is not provided when the services could have been performed on an Outpatient basis, and it was not Medically Necessary, as determined by Medical Mutual, for you to be an Inpatient to receive them.**

Inpatient admissions to a Hospital must be preauthorized. The telephone number for preauthorization is listed on the back of your identification card. Contracting Hospitals in Ohio will assure this preauthorization is done; and since the Hospital is responsible for obtaining the preauthorization, there is no penalty to you if this is not done. For Non-Contracting Hospitals or Hospitals outside of Ohio, you are responsible for obtaining preauthorization. If you do not preauthorize a Hospital admission and it is later determined that the admission was not Medically Necessary or not covered for any reason, you will be responsible for all Billed Charges. However, if your Inpatient stay is for an organ transplant, please review the requirements under the Organ Transplant Services section.

### **Maternity Services, including Notice required by the Newborns' and Mothers' Protection Act**

Hospital, medical and surgical services for a normal pregnancy, complications of pregnancy and routine nursery care for a well newborn are covered.

Coverage for the Inpatient postpartum stay for the mother and the newborn child in a Hospital will be, at a minimum, 48 hours for a vaginal delivery and 96 hours for a caesarean section. It will be for the length of stay recommended by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists in their Guidelines for Perinatal Care. Please note that neither you nor your Provider is required to obtain prior approval of an Inpatient maternity stay that falls within these time frames.

Physician-directed, follow-up care services are covered after discharge including:

- parent education;
- physical assessments of the mother and newborn;
- assessment of the home support system;
- assistance and training in breast or bottle feeding;
- performance of any Medically Necessary and appropriate clinical tests; and
- any other services that are consistent with the follow-up care recommended in the protocols and guidelines developed by national organizations that represent pediatric, obstetric and nursing professionals.

Covered Services will be provided whether received in a medical setting or through home health care visits. Home health care visits are only covered if the health care professional who conducts the visit is knowledgeable and experienced in maternity and newborn care.

If requested by the mother, coverage for a length of stay shorter than the minimum period mentioned above may be permitted if the attending Physician or the nurse midwife in applicable cases, determines further Inpatient postpartum care is not necessary for the mother or newborn child, provided the following are met:

- In the opinion of your attending Physician, the newborn child meets the criteria for medical stability in the Guidelines for Perinatal Care prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists that determine the appropriate length of stay based upon the evaluation of:
  - the antepartum, intrapartum and postpartum course of the mother and infant;
  - the gestational stage, birth weight and clinical condition of the infant;
  - the demonstrated ability of the mother to care for the infant after discharge; and
  - the availability of postdischarge follow up to verify the condition of the infant after discharge.

When a decision is made to discharge a mother or newborn prior to the expiration of the applicable number of hours of Inpatient care required to be covered, at home post delivery follow up care visits are covered for you at your residence by a Physician or nurse when performed no later than 72 hours following you and your newborn child's discharge from the Hospital. Coverage for this visit includes, but is not limited to:

- parent education;
- physical assessments;
- assessment of the home support system;
- assistance and training in breast or bottle feeding; and

- performance of any maternal or neonatal tests routinely performed during the usual course of Inpatient care for the mother or newborn child, including the collection of an adequate sample for the hereditary and metabolic newborn screening.

At the mother's discretion, this visit may occur at the facility of the Provider.

## Medical Care

**Concurrent Care** - You are covered for care by two or more Physicians during one Hospital stay when you have two or more unrelated Conditions. You are also covered for care for a medical Condition by a Physician who is not your surgeon while you are in the Hospital for Surgery.

**Inpatient Consultation** - A bedside examination by another Physician or Other Professional Provider is covered when requested by your attending Physician.

If the consulting Physician takes charge of your care, consultation services are not covered. When this occurs, the consulting Physician is considered to be the new attending Physician. Coverage is not provided for both the new attending Physician and the Physician who was initially treating you for services rendered at the same time.

Staff consultations required by Hospital rules are not covered.

**Inpatient Medical Care Visits** - The examinations given to you by your Physician or Other Professional Provider while you are in the Hospital are Covered Services. Benefits are provided for one visit each day you are an Inpatient.

If your Group changes your health care benefits, causing an increase or decrease in your Inpatient Medical Care Visits allowed, the number of Inpatient Medical Care Visits already used will be deducted from the number of visits available under your new coverage.

**Intensive Medical Care** - Constant medical attendance and treatment is covered when your Condition requires it.

**Newborn Examination** - Your coverage includes the Inpatient Medical Care Visits to examine a newborn. Refer to the Eligibility section for information about applying for family coverage.

**Office Visits** - Office Visits to examine, diagnose and treat a Condition are Covered Services.

## Medical Supplies and Durable Medical Equipment

This section describes supplies and equipment that are covered when prescribed by your Physician. These supplies and equipment must serve a specific, therapeutic purpose in the treatment of a Condition.

**Medical and Surgical Supplies** - Disposable supplies which serve a specific therapeutic purpose are covered. These include:

- syringes;
- needles;
- oxygen; and
- surgical dressings and other similar items.

**Items usually stocked in the home for general use are not covered. These include, but are not limited to:**

- **elastic bandages;**
- **thermometers;**
- **corn and bunion pads; and**
- **Jobst stockings and support/compression stockings.**

**Durable Medical Equipment (DME)** - Equipment which serves only a medical purpose and must be able to withstand repeated use is covered. Upon request, your Physician must provide a written treatment plan that shows how the prescribed equipment is Medically Necessary for the diagnosis or treatment of a Condition or how it will improve the function of a malfunctioning body part. If you need to use this equipment for more than six months, your Physician may be required to recertify that continued use is Medically Necessary.

**You may rent or purchase DME; however, for each Condition, Medical Mutual will not cover more in total rental costs than the customary purchase price as determined by Medical Mutual.** For example, if you submit claims for the monthly rental fee and by the third month the total in rental dollars meets or exceeds the customary purchase price, you will have exhausted your benefit for that piece of Durable Medical Equipment.

When it has been determined that you require DME, before you decide whether to rent or purchase, estimate what the rental cost will be for the time period during which you will use the DME. If the estimated rental cost exceeds the purchase price, then you should consider purchasing the DME.

Covered DME includes:

- blood glucose monitors;
- respirators;
- home dialysis equipment;
- wheelchairs;
- hospital beds;
- crutches; and
- mastectomy bras.

**Non-covered equipment includes, but is not limited to:**

- **rental costs if you are in a facility which provides such equipment;**
- **repair costs which are more than the rental price of another unit for the estimated period of use, or more than the purchase price of a new unit;**
- **Physician's equipment, such as a blood pressure cuff or stethoscope;**
- **deluxe equipment such as specially designed wheelchairs for use in sporting events; and**
- **items not primarily medical in nature such as:**
  - **an exercycle, treadmill, bidet toilet seat, elevator and chair lifts, lifts for vans for motorized wheelchairs and scooters;**
  - **items for comfort and convenience;**
  - **disposable supplies and hygienic equipment;**
  - **self-help devices such as: bedboards, bathtubs, sauna baths, overbed tables, adjustable beds, special mattresses, telephone arms, air conditioners and electric cooling units;**
  - **other compression devices.**

**Orthotic Devices** - Rigid or semirigid supportive devices which limit or stop the motion of a weak or diseased body part are covered. These devices include:

- braces for the leg, arm, neck or back;
- trusses; and
- back and special surgical corsets.

**Non-covered devices include, but are not limited to:**

- **garter belts, arch supports, corsets and corn and bunion pads;**
- **corrective shoes, except with accompanying orthopedic braces; and**
- **arch supports and other foot care or foot support devices only to improve comfort or appearance. These include, but are not limited to care for flat feet and subluxations, corns, bunions, calluses and toenails.**

**Prosthetic Appliances** - Your coverage includes the purchase, fitting, adjustments, repairs and replacements of prosthetic devices which are artificial substitutes and necessary supplies that:

- replace all or part of a missing body organ or limb and its adjoining tissues; or
- replace all or part of the function of a permanently useless or malfunctioning body organ or limb.

Covered prosthetic appliances include:

- artificial hands, arms, feet, legs and eyes, including permanent lenses; and
- appliances needed to effectively use artificial limbs or corrective braces.

**Non-covered appliances include but are not limited to:**

- dentures, unless as a necessary part of a covered prosthesis;
- dental appliances;
- eyeglasses, including lenses or frames, unless used to replace an absent lens of the eye;
- replacement of cataract lenses unless needed because of a lens prescription change;
- taxes included in the purchase of a covered prosthetic appliance;
- deluxe prosthetics that are specially designed for uses such as sporting events; and
- wigs and hair pieces.

## **Mental Health Care Services**

The following are Covered Services for the treatment of Mental Illness. These services will also be covered when you have a medical Condition that requires Medically Necessary behavioral health treatment.

- individual and group psychotherapy;
- electroshock therapy and related anesthesia only if given in a Hospital or Psychiatric Hospital;
- psychological testing;
- counseling with family members to assist with diagnosis and treatment. This coverage will provide payment for Covered Services only for those family members who are considered Covered Persons under this Certificate. Charges will be applied to the Covered Person who is receiving family counseling services, not necessarily the patient;
- In addition, as provided in Medical Mutual's medical policy guidelines, certain behavioral assessment and intervention services for individual, family and group psychotherapy will also be covered for a medical Condition.

**Services for autism, developmental delay, mental deficiency or retardation, other than those necessary to evaluate or diagnose these Conditions, are not covered.** Services for the treatment of attention deficit disorder are covered.

Inpatient care, including care in a Residential Treatment Facility, must be approved by Medical Mutual prior to admission.

## **Organ Transplant Services**

Your coverage includes benefits for the following Medically Necessary human organ transplants:

- bone marrow;
- cornea;
- heart;
- heart and lung;
- kidney;
- liver;
- lung;
- pancreas; and
- pancreas and kidney

if such services take place during a transplant benefit period. A transplant benefit period is a period of time which starts five days before the day you receive your first covered transplant and ends 12 months later. A new transplant benefit period starts only if the next covered transplant occurs more than 12 months after the last covered transplant was performed. No transplant waiting periods will apply to kidney, pancreas/kidney, bone marrow or cornea transplants.

Additional organ transplants will be considered for coverage provided that the transplant is Medically Necessary, not Experimental and is considered accepted medical practice for your Condition.

**Organ Transplant Preauthorization** - In order for an organ transplant to be a Covered Service, the Inpatient stay must be preauthorized. In addition, the proposed course of treatment must be approved by Medical Mutual. In the event you do not obtain preauthorization, and your organ transplant is determined to not be Medically Necessary or is determined to be Experimental/Investigational, you may be responsible for all Billed Charges for that organ transplant.

After your Physician has examined you, he must provide Medical Mutual with:

- the proposed course of treatment for the transplant;
- the name and location of the proposed Transplant Center; and
- copies of your medical records, including diagnostic reports for Medical Mutual to determine the suitability and Medical Necessity of the transplant services. This determination will be made in accordance with uniform medical criteria that has been specifically tailored to each organ. You may also be required to undergo an examination by a Physician chosen by Medical Mutual. You and your Physician will then be notified of Medical Mutual's decision.

**Obtaining Donor Organs** - The following services will be Covered Services when they are necessary in order to acquire a legally obtained human organ:

- evaluation of the organ;
- removal of the organ from the donor; and
- transportation of the organ to the Transplant Center.

**Donor Benefits** - Benefits necessary for obtaining an organ from a living donor or cadaver are provided. Donor benefits are provided and processed under the transplant recipient's coverage only and are subject to any applicable limitations and exclusions. Donor benefits include treatment of immediate post operative complications if Medically Necessary as determined by Medical Mutual. Such coverage is available only so long as the recipient's coverage is in effect.

**Medical Mutual does not provide organ transplant benefits for services, supplies or Charges:**

- that are not furnished through a course of treatment which has been approved by Medical Mutual;
- for other than a legally obtained organ;
- for travel time and the travel-related expenses of a Provider;
- that are related to other than human organ.

## Outpatient Institutional Services

The Covered Services listed below are covered when services are performed in an Outpatient setting, except as specified.

**Covered Institutional services include, but are not limited to:**

- operating, delivery and treatment rooms and equipment;
- whole blood, blood derivatives, blood plasma and blood components, including administration and blood processing. We will cover the cost of administration, donation and blood processing of your own blood in anticipation of Surgery, but charges for the blood are excluded. **Autotransfusions or cell saver transfusions occurring during or after Surgery are not covered.**
- anesthesia, anesthesia supplies and services; and
- surgically inserted prosthetics such as pacemakers and artificial joints.

**Pre-Admission Testing** - Outpatient tests and studies required before a scheduled Inpatient Hospital admission or Outpatient surgical service are covered.

**Post-Discharge Testing** - Outpatient tests and studies required as a follow-up to an Inpatient Hospital stay or an Outpatient surgical service are covered.

## Outpatient Therapy Services

Therapy services are services and supplies used to promote recovery from a Condition. Therapy services must be ordered by a Physician or Other Professional Provider to be covered. Covered Services are limited to the therapy services listed below:

**Cardiac Rehabilitation Services** - Benefits are provided for cardiac rehabilitation services which are Medically Necessary as the result of a cardiac event. The therapy must be reasonably expected to result in a significant improvement in the level of cardiac functioning.

**Chemotherapy** - The treatment of malignant disease by chemical or biological antineoplastic agents.

**Dialysis Treatments** - The treatment of an acute or chronic kidney ailment by dialysis methods, including chronic ambulatory peritoneal dialysis, which may include the supportive use of an artificial kidney machine.

**Hyperbaric Therapy** - The provision of pressurized oxygen for treatment purposes. These services must be provided by a Hospital.

**Radiation Therapy** - The treatment of disease by X-ray, radium or radioactive isotopes.

**Respiratory/Pulmonary Therapy** - Treatment by the introduction of dry or moist gases into the lungs.

**No benefits will be provided for the following therapy services once a patient can no longer significantly improve from treatment for the current Condition unless it is determined to be Medically Necessary by Medical Mutual, and in no event will treatment be covered if the number of visits exceeds the limit set forth in the Schedule of Benefits, even if it is Medically Necessary.**

**Chiropractic Visits** - The treatment given to relieve pain, restore maximum function and to prevent disability following disease, injury or loss of a body part, by a chiropractor. These Covered Services include, but are not limited to, office visits, physical treatments, hydrotherapy, heat or similar methods, physical agents, biomechanical and neurophysiological principles and may include devices. **Braces and molds are not covered under this benefit.**

**Occupational Therapy** - Occupational therapy services are covered if it is expected that the therapy will:

- result in a significant improvement in the level of functioning; and
- that improvement will occur within 60 days of the first treatment.

All occupational therapy services must be performed by a certified, licensed occupational therapist.

**Occupational therapy services are not Covered Services when a patient suffers a temporary loss or reduction of function which is expected to improve on its own with increased normal activities.**

**Physical Therapy** - The treatment given to relieve pain, restore maximum function and to prevent disability following disease, injury or loss of a body part. These Covered Services include physical treatments, hydrotherapy, heat or similar methods, physical agents, biomechanical and neurophysiological principles and may include devices. **Braces and molds are not covered under this benefit.**

All physical therapy services must be performed by a certified, licensed physical therapist.

**Speech Therapy** - In order to be considered a Covered Service, this therapy must be performed by a certified, licensed therapist and be Medically Necessary due to a medical Condition such as:

- a stroke;
- aphasia;
- dysphasia; or
- post-laryngectomy.

## Physical Medicine and Rehabilitation Services

Coverage is provided for acute Inpatient care from a Provider for physical rehabilitation services received in a rehabilitation facility.

## Prescription Drug Services

Prescription Drugs must be dispensed for your Outpatient use by a licensed Pharmacy on or after your Effective Date on a written Prescription Order. Medical Mutual may require prior approval of certain Prescription Drugs.

When Prescription Drugs are approved by the Food and Drug Administration (FDA), they may not be covered until Medical Mutual establishes criteria for Medically Necessary prescriptions. These criteria will be established at approximately six months from the FDA approval. Some Prescription Drugs approved by the FDA may never qualify as Medically Necessary.

Medical Mutual, in its sole discretion, may limit benefits for Prescription Drugs if the only clinical results are deemed to be lifestyle improvements and these drugs are not necessary for the cure or prevention of disease, illness or injury.



Medical Mutual covers a 90-day supply or the amount of the Prescription Order, whichever is less, for retail Prescription Drugs. Medical Mutual covers a 90-day supply or the amount of the Prescription Order, whichever is less, for Home Delivery Prescription Drugs.

You are required to present your identification card to the Pharmacy each time you obtain Prescription Drugs. If you do not present your identification card or if you do not go to a Participating Pharmacy, you may pay a higher price for your Prescription Drugs or be responsible for Excess Charges.

When Prescription Drugs are purchased, you may be responsible for Deductible or Coinsurance requirements as specified in your Schedule of Benefits. For some Covered Services, you may also be responsible for paying a Copayment at the time services are rendered. Covered Services that require Copayments may or may not be subject to Deductible or Coinsurance requirements. These Copayments are your responsibility, and they are not reimbursed by Medical Mutual. Covered Services for Prescription Drugs may also be subject to any Benefit Period maximums. Please refer to your Schedule of Benefits for any amounts that may apply.

Your coverage includes benefits for Prescription Drugs and injectable insulin. Insulin needles and syringes are covered only when they are included on the same Prescription Order as the injectable insulin.

Your coverage also provides benefits for prescribed oral and injectable contraceptives, implantable contraceptives and transdermal patches.

Additional benefits include:

- the following over-the-counter preventive drugs, with a Physician's prescription (additional restrictions apply):
  - aspirin (ages 45-79)
  - fluoride (ages 0-6)
  - folic acid (for women only)
  - iron (ages 0-12 months)
  - smoking cessation aids

**Coverage is not provided for:**

- **over-the-counter remedies such as herbs and vitamins, other than those preventive medications required by PPACA**
- **infant formula**
- **nutritional supplements**
- **drugs whose FDA approval indication is primarily for weight loss**

Prescription Drugs may also be dispensed for your Outpatient use by a Contracting Mail Order Pharmacy. You will be sent literature by the Contracting Mail Order Pharmacy explaining the mail order program and how to use it.

## **Private Duty Nursing Services**

The services of a registered nurse, licensed vocational nurse or licensed practical nurse when ordered by a Physician are covered. These services include skilled nursing services received in a patient's home or as an Inpatient. Your Physician must certify all services initially and continue to certify that you are receiving skilled care and not custodial care, as requested by Medical Mutual. All Covered Services will be provided according to your Physician's treatment plan and as authorized by Medical Mutual.

Inpatient private duty nursing services include services that Medical Mutual decides are of such a degree of complexity that the Provider's regular nursing staff cannot perform them. When private duty nursing services must be received in your home, nurse's notes must be sent in with your claim.

**Private duty nursing services do not include care which is primarily nonmedical or custodial in nature such as bathing, exercising or feeding. Also, Medical Mutual does not cover services provided by a nurse who usually lives in your home or is a member of your Immediate Family.**

All private duty nursing services must be certified by your Physician initially and every two weeks thereafter, or more frequently if required by Medical Mutual, for Medical Necessity.

## Routine and Wellness Services

**Immunizations** - Immunizations are covered.

**Routine Gynecological Services** - The following services are covered:

- mammogram services; and
- PAP tests.

**Routine Physical Examinations** - Routine physical examinations are covered.

**Routine Services** - The following services are covered:

- blood glucose screenings, screening for type 2 diabetes limited to asymptomatic adults with sustained blood pressure (either treated or untreated) greater than 135/80 mm/Hg
- bone density screenings, limited to women ages 65 and older or beginning at age 60 for women with an increased risk for osteoporotic fractures
- chlamydia screenings, limited to pregnant and sexually active women age 24 and younger and for older women who are at an increased risk
- cholesterol screenings, limited to:
  - men ages 35 and older for lipid disorders
  - men ages 20 to 35 for lipid disorders if they are at an increased risk for coronary heart disease
  - women ages 20 and older for lipid disorders if they are at an increased risk for coronary heart disease
- colorectal cancer screenings; using fecal occult blood testing, sigmoidoscopy or colonoscopy in adults beginning at age 40 and continuing until age 75
- hepatitis B virus screenings; limited to pregnant women in their first prenatal visit.

**Well Child Care Services** - Coverage for well child care services will be provided for Covered Persons under the age of 21. Coverage for immunizations is also provided for Covered Persons under the age of 21.

Well child care services include a review performed in accordance with the recommendations of the American Academy of Pediatrics. This review includes a history, complete physical examination, routine newborn hearing screening and developmental assessment. Vision tests, hearing tests and the developmental assessment must be included as part of the physical examination in order to be provided as part of this benefit. This review also includes anticipatory guidance, laboratory tests and appropriate immunizations.

**Women's preventive services** - These services will be provided in accordance with the age and frequency requirements of the Affordable Care Act, including, but not limited to: well-woman visits; screening for gestational diabetes, human papillomavirus (HPV), human immunodeficiency virus (HIV) and sexually transmitted disease; and counseling for contraceptive methods, breastfeeding and domestic violence.

Coverage is provided for FDA-approved contraceptive methods and counseling. Prescribed contraceptive medication will be paid in accordance with any applicable Prescription Drug benefit.

**Routine Testing** - the following tests are covered:

- Bone Density Screenings
- Endoscopic procedures (meaning colonoscopy, sigmoidoscopy, anoscopy and proctosigmoidoscopy) are Covered Services. However, if a diagnosis of a medical Condition is made during a routine screening, (e.g., removal of a polyp), the screening is no longer considered routine and may be payable as a Medically Necessary, diagnostic procedure under the Surgical Services benefits. A Deductible, Copayment and/or Coinsurance may apply.
- Laboratory Tests
- Medical Testing
- X-rays

### Additional Preventive Services

If not shown above as a Covered Service, the following services will also be covered without regard to any Deductible, Copayment or Coinsurance requirement that would otherwise apply:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
- Immunizations for routine use in children, adolescents and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the Covered Person involved;
- With respect to Covered Persons who are infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Service Administration.

Please refer to the phone number on the back of your identification card if you have any questions or need to determine whether a service is eligible for coverage as a preventive service. For a comprehensive list of recommended preventive services, please visit [www.healthcare.gov/center/regulations/prevention.html](http://www.healthcare.gov/center/regulations/prevention.html). Newly added preventive services added by the advisory entities referenced by the Affordable Care Act will start to be covered on the first plan year beginning on or after the date that is one year after the new recommendations or guideline, went into effect.

### Skilled Nursing Facility Services

The benefits available to an Inpatient of a Hospital listed under the Inpatient Hospital Services section are also available to an Inpatient of a Skilled Nursing Facility. These services must be Skilled Care, and your Physician must certify all services initially and continue to certify that you are receiving Skilled Care and not Custodial Care as requested by Medical Mutual. All Covered Services will be provided according to your Physician's treatment plan and as authorized by Medical Mutual.

#### No benefits are provided:

- **once a patient can no longer significantly improve from treatment for the current Condition unless it is determined to be Medically Necessary by Medical Mutual;**
- **for Custodial Care, rest care or care which is only for someone's convenience; and**
- **for the treatment of Mental Illness, Drug Abuse or Alcoholism.**

### Smoking Cessation Services

For Covered Persons age 18 and over, benefits are provided for the screening of tobacco use and for smoking cessation programs for those Covered Persons using tobacco.

### Surgical Services

**Surgery** - Coverage is provided for Surgery. In addition, coverage is provided for the following specified services:

- sterilization, regardless of Medical Necessity;
- therapeutic abortions;
- removal of bony impacted teeth;
- maxillary or mandibular frenectomy;
- diagnostic endoscopic procedures, such as colonoscopy and sigmoidoscopy;
- reconstructive Surgery following a mastectomy, including coverage for reconstructive Surgery performed on a non-diseased breast to establish symmetry as well as coverage for prostheses and physical complications in all stages of mastectomy, including lymphedemas;
- Surgery to correct functional or physiological impairment which was caused by disease, trauma, birth defects, growth defects or prior therapeutic processes as determined by Medical Mutual, subject to any appeal process. **Surgery to correct a deformity or birth defect for psychological reasons, where there is no functional impairment, is not covered.**

**Diagnostic Surgical Procedures** - Coverage is provided for surgical procedures to diagnose your Condition while you are in the Hospital. The diagnostic surgical procedure and Medical Care visits except for the day the surgical procedure was performed are covered.

**Multiple Surgical Procedures** - When two or more Surgeries are performed through the same body opening during one operation, you are covered only for the most complex procedure. However, if each Surgery is mutually exclusive of the other, you will be covered for each Surgery. **Incidental Surgery is not covered.**

When two or more surgical procedures are performed through different body openings during one operation, you are covered for the most complex procedure, and the Allowed Amount for the secondary procedures will be half of the Allowed Amount for a single procedure.

If two or more foot Surgeries (podiatric surgical procedures) are performed, you are covered for the most complex procedure, and the Allowed Amount will be half of the Allowed Amount for the next two most complex procedures. For all other procedures, the Allowed Amount will be one-fourth of the full Allowed Amount.

**Assistant at Surgery** - Another Physician's help to your surgeon in performing covered Surgery when a Hospital staff member, intern or resident is not available is a Covered Service.

**Anesthesia** - Your coverage includes the administration of anesthesia, performed in connection with a Covered Service, by a Physician, Other Professional Provider or certified registered nurse anesthetist who is not the surgeon or the assistant at Surgery or by the surgeon in connection with covered oral surgical procedures. This benefit includes care before and after the administration. The services of a stand-by anesthesiologist are only covered during coronary angioplasty Surgery.

**Second Surgical Opinion** - A second surgeon's opinion and related diagnostic services to help determine the need for elective covered Surgery recommended by a surgeon are covered but are not required.

The second surgical opinion must be provided by a surgeon other than the first surgeon who recommended the Surgery. This benefit is not covered while you are an Inpatient of a Hospital.

If the first and second surgical opinions conflict, a third opinion is covered. The Surgery is a Covered Service even if the Physicians' opinions conflict.

## Urgent Care Services

Health problems that require immediate attention which are not Emergency Medical Conditions are considered to be Urgent Care needs. Determination as to whether or not Urgent Care Services are Medically Necessary will be made by Medical Mutual.

Examples of Urgent Care are:

- minor cuts and lacerations;
- minor burns;
- sprains;
- severe earaches or stomachaches;
- minor bone fractures; or
- minor injuries.

## EXCLUSIONS

In addition to the exclusions and limitations explained in the Health Care Benefits section, coverage is not provided for services and supplies:

1. Not prescribed by or performed by or under the direction of a Physician or Other Professional Provider.
2. Not performed within the scope of the Provider's license.
3. Not Medically Necessary.
4. Received from other than a Provider.
5. For Experimental or Investigational drugs, devices, medical treatments or procedures.
6. To the extent that governmental units or their agencies provide benefits, except Health Departments, as determined by Medical Mutual.
7. For a Condition that occurs as a result of any act of war, declared or undeclared.
8. For which you have no legal obligation to pay in the absence of this or like coverage.
9. Received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust or similar person or group.
10. Received from a member of your Immediate Family.
11. Incurred after you stop being a Covered Person except as specified in the Benefits After Termination of Coverage section.
12. For the following:
  - physical examinations or services required by an insurance company to obtain insurance;
  - physical examinations or services required by a governmental agency such as the FAA and DOT;
  - physical examinations or services required by an employer in order to begin or to continue working;
  - premarital examinations;
  - X-ray examinations made without film.
13. For work-related sickness or injury eligible for benefits under workers' compensation, employers' liability or similar laws, even when the Covered Person does not file a claim for benefits, or sickness or injury that arises out of, or is the result of, any work for wage or profit. This exclusion will not apply to a Covered Person who is not required to have coverage under any workers' compensation, employers' liability or similar law and does not have such coverage.
14. For which payment was made or would have been made under Medicare Part B if benefits were claimed. This applies when you are eligible for Medicare even if you did not apply for or claim Medicare benefits. This does not apply, however, if in accordance with federal law, this coverage is primary and Medicare is the secondary payer of your health care expenses.
15. Received in a military facility for a military service related Condition.
16. For Surgery and other services primarily to improve appearance or to treat a mental or emotional Condition through a change in body form (including cosmetic Surgery following weight loss or weight loss Surgery), except as specified.
17. For Surgery to correct a deformity or birth defect for psychological reasons where there is no function impairment.
18. For the removal of tattoos.
19. For dietary and/or nutritional guidance or training, except as specified or required by PPACA.
20. For Outpatient educational, vocational or training purposes except as may be required by PPACA.
21. For treatment of Conditions related to an autistic disease of childhood, developmental delay, learning disabilities, hyperkinetic syndromes, behavioral problems or mental retardation, except as specified.
22. For treatment, by methods such as dietary supplements, vitamins and any care which is primarily dieting or exercise for weight loss, except as specified.
23. For weight loss Surgery and any repairs, revisions or modifications of such Surgery, including weight loss device removal.
24. For marital counseling.
25. For the medical treatment of sexual problems not caused by a biological Condition.

26. For transsexual Surgery or any treatment leading to or in connection with transsexual Surgery.
27. For male Contraceptives and over-the-counter birth control without a prescription.
28. For reverse sterilization.
29. For elective abortions.
30. For artificial insemination or in vitro fertilization.
31. Incurred as a result of any Covered Person acting as or contracting to be, a surrogate parent.
32. For oral implants considered part of a dental process or dental treatment including preparation of the mouth for any type of dental prosthetic except when due to trauma, accident or as deemed Medically Necessary by Medical Mutual.
33. For treatment associated with teeth, dental X-rays, dentistry or any other dental processes, including orthognathic (jaw) Surgery, except as specified.
34. For treatment with intraoral prosthetic devices or by any other method, to alter vertical dimension.
35. For treatment of the vertebral column unless related to a specific neuromusculoskeletal related diagnosis.
36. For personal hygiene and convenience items.
37. For eyeglasses, contact lenses or examinations for prescribing or fitting them, except those for aphakic patients, keratoconus, and soft lenses or sclera shells for use as corneal bandages when needed as a result of Surgery.
38. For any surgical procedure for the correction of a visual refractive problem including, but not limited to, radial keratotomy and LASIK (laser in situ keratomileusis).
39. For all services related to hearing loss including hearing aids or examinations for prescribing or fitting them, except as specified (other than newborn screening for hearing loss, as required by PPACA).
40. For massotherapy or massage therapy.
41. For hypnosis and acupuncture.
42. For blood which is available without charge. For Outpatient blood storage services.
43. For over the counter drugs, vitamins or herbal remedies, except for certain preventive drugs written with a Physician's prescription and required by PPACA.
44. For weight loss drugs.
45. For topical anesthetics.
46. For routine services, except as specified and in accordance with state and federal law.
47. For arch supports and other foot care or foot support devices only to improve comfort or appearance which include, but are not limited to, care for flatfeet, subluxations, corns, bunions (except capsular and bone Surgery), calluses and toenails.
48. For specialized camps.
49. For water aerobics.
50. For After Hours Care.
51. For missed appointments, completion of claim forms or copies of medical records.
52. For any oral, written or electronic communications or consultations by a Provider with a Covered Person or another Provider that do not involve in-person contact with the Covered Person.
53. For fraudulent or misrepresented claims.
54. For a particular health service in the event that a Non-PPO Network Provider waives Copayments, Coinsurance (and/or the Deductible per Benefit Period), no benefits are provided for the health service for which the Copayments, Coinsurance (and/or the Deductible per Benefit Period) are waived.
55. For the Institutional charge for the use of an emergency room and the Emergency Room Physician charges for non-emergency services in an Emergency Room.
56. For non-covered services or services specifically excluded in the text of this Certificate.

# GENERAL PROVISIONS

## How to Apply for Benefits

### Notice of Claim; Claim Forms

A claim must be filed for you to receive benefits. Many Providers will submit a claim for you; if you submit it yourself, you should use a claim form. In most cases, you can obtain a claim form from your Group or Provider. If your Provider does not have a claim form, Medical Mutual will send you one. Call or notify Medical Mutual, in writing, within 20 days after receiving your first Covered Service and we will send you a form, or you may print a claim form by going to [www.medmutual.com/member](http://www.medmutual.com/member).

If Medical Mutual fails to send you a claim form within 15 days after you notify Medical Mutual, you may send Medical Mutual your bill or a written statement of the nature and extent of your loss; this must have all the information which Medical Mutual needs to process your claim.

### Proof of Loss

Proof of loss is a claim for payment of health care services which has been submitted to Medical Mutual for processing with sufficient documentation to determine whether Covered Services have been provided to you. Medical Mutual must receive a completed claim with the correct information. Medical Mutual may require nurse's notes or other medical records before proof of loss is considered sufficient to determine benefit coverage.

Medical Mutual is not legally obligated to reimburse for Covered Services unless written or electronically submitted proof that Covered Services have been given to you is received. Proof must be given within 90 days of your receiving Covered Services or as soon as is reasonably possible. No proof can be submitted later than one year after services have been received.

If you fail to follow the proper procedures for filing a Claim as described in this Certificate, you or your authorized representative, as appropriate, shall be notified of the failure and the proper procedures as soon as possible, but not later than five (5) days following the original receipt of the request. We may notify you orally unless you provide us with a written request to be notified in writing. Notification under this section is only required if both (1) the claim communication is received by the person or department customarily responsible for handling benefit matters and (2) the claim communication names a specific claimant, a specific medical Condition and a specific treatment, service or product for which approval is requested.

## Medicare Eligibility

Your benefits under this Certificate may be reduced if you are eligible for Medicare Part B but do not enroll in and maintain that coverage.

Benefits under this Certificate are not intended to supplement any coverage provided by Medicare. Nevertheless, in some circumstances, Covered Persons who are eligible for or enrolled in Medicare may also be enrolled under this Certificate.

### **If you are eligible for or enrolled in Medicare Part B, please read the following information carefully.**

If you are entitled to Medicare because you are over age 65, and your employer employs fewer than 20 employees; or if you are entitled to Medicare due to disability and your employer employs fewer than 100 employees, Medicare will be the primary payer, that is, Medicare must pay benefits before the group health plan pays benefits.

If you are eligible for Medicare Part B on a primary basis (Medicare pays before benefits are provided under this Certificate), you **should** enroll for and maintain coverage under Medicare Part B. If you don't enroll and maintain that coverage, and if we are the secondary payer, we will pay benefits under this Certificate as if you were covered under Medicare Part B. As a result, you will be responsible for the costs that Medicare would have paid and you will incur a larger out-of-pocket cost.

## How Claims are Paid

Medical Mutual pays for benefits for Covered Services through agreements with PPO Network and Contracting Providers based on the Allowed Amount. For Non-Contracting Providers, Medical Mutual pays for benefits based on the Non-Contracting Amount. For Emergency Services received from a Non-PPO Network Provider, Medical Mutual pays for benefits in an amount equal to the greatest of the following:

1. The Negotiated Amount. If more than one amount is negotiated with PPO Network Providers for the Emergency Service, the amount payable is the median of these amounts.
2. The Non-Contracting Amount.
3. The amount that would be paid under Medicare for the Emergency Service.

Any charges exceeding the Allowed Amount, Non-Contracting Amount or the amount payable for Non-PPO Network Emergency Services described above will not apply toward any Deductible, Coinsurance Limit or benefit maximum accumulation.

### Your Financial Responsibilities

You are responsible for:

- Any Copayment, Deductible and Coinsurance amounts specified in the Schedule of Benefits. Copayments are generally required to be paid at the time of service. Some Providers can determine the amount due for your Deductible and Coinsurance from Medical Mutual and may require payment from you before providing their services.
- Non-Covered Charges.
- Billed Charges for all services and supplies after benefit maximums have been reached.
- Excess Charges for services and supplies rendered by Non-PPO Network and Non-Contracting Providers.
- Billed Charges for services that are not Medically Necessary.
- Incidental charges.

For Covered Services, Medical Mutual will calculate its payment based upon either the Allowed Amount or Non-Contracting Amount.

For Covered Services received from Contracting Providers, the Providers agreed not to bill for any amount of Covered Charges above the Negotiated Amount, except for services and supplies for which Medical Mutual has no financial responsibility due to a benefit maximum.

For Covered Services received from Non-Contracting Providers, Medical Mutual will calculate its payments based upon the Non-Contracting Amount. You may be responsible for Excess Charges up to the amount of the Provider's Billed Charges. You may also be responsible for the Non-PPO Network Coinsurance for Covered Services received from Contracting Non-PPO Network Providers. The Non-PPO Network Coinsurance continues until your Non-PPO Network Coinsurance Limit is reached. Any Excess Charges billed by Non-Contracting Providers DO NOT apply to the Non-PPO Network Coinsurance Limit.

All limits and Coinsurance applied to a specific diagnosed Condition include all services related to that Condition. If a specific service has a maximum, that service will also be accumulated to all other applicable maximums.

Deductibles, Copayments, Coinsurance and amounts paid by other parties do not accumulate towards benefit maximums.

### Benefit Period Deductible

Each Benefit Period, you must pay the dollar amount that is shown in the Schedule of Benefits as the Deductible, if applicable, before Medical Mutual will begin to provide benefits. This is the amount of expense that must be Incurred and paid by you for Covered Services before Medical Mutual starts to provide benefits. If a benefit is subject to a Deductible, only expenses for Covered Services under that benefit will satisfy the Deductible. To satisfy your Deductible, Medical Mutual records must show that you have Incurred claims totaling the specified dollar amount, so submit copies of all your bills for Covered Services. Your Deductible accumulations do not necessarily occur in the same order that you receive services, but in the order in which Medical Mutual receives and processes your claims. Deductibles do not apply to the Coinsurance Limit unless otherwise specified in the Schedule of Benefits.

The Schedule of Benefits will specify a single Deductible and a family Deductible. If you have enrolled for single coverage, the entire single Deductible must be satisfied before Covered Services are payable. If you have enrolled yourself and



your dependent(s) for family coverage, expenses for Covered Services incurred by each family member are combined to satisfy the family Deductible. The family Deductible can be satisfied by any one Covered Person or combination of Covered Persons within the family. However, the entire family Deductible must be met before Allowed Amounts are payable for any one Covered Person in the family.

Only the amount of the Deductible required per Covered Person will be required for Covered Services that result directly from an accident during the Benefit Period in which the accident occurred if two or more Covered Persons in a Certificate Holder's family are injured in the same accident, and each of the following conditions are met:

- at least two of these Covered Persons receive Covered Services; and
- the Covered Services are Incurred within 90 days after the accident; and
- the combined Allowed Amount for Covered Services for all Covered Persons involved in the accident is at least equal to one Covered Person's Deductible.

You will not be required to pay two Deductibles if two family members are involved in the same accident and the above criteria is met.

### **Coinsurance**

After you meet any applicable Deductible, you may be responsible for Coinsurance amounts as specified in your Schedule of Benefits, subject to any limitations set forth in the Schedule of Benefits. The amount of Coinsurance you have to pay may vary depending upon the status of your Provider.

If a Coinsurance Limit applies, the Schedule of Benefits may specify a single Coinsurance Limit and/or a family Coinsurance Limit. For single coverage, the single Coinsurance Limit will apply. For family coverage, expenses for Covered Services incurred by each family member are combined to satisfy the family Coinsurance Limit. The family Coinsurance Limit can be satisfied by any one Covered Person or combination of Covered Persons within the family. However, the entire family Coinsurance Limit must be satisfied before Coinsurance no longer applies.

### **Copayments**

For some Covered Services, you may be responsible for paying a Copayment at the time services are rendered. Covered Services that require Copayments may or may not be subject to Deductible or Coinsurance requirements, as specified in your Schedule of Benefits. These Copayments are your responsibility, and they are not reimbursed by Medical Mutual. Please refer to your Schedule of Benefits for specific Copayment amounts that may apply and whether a Deductible or Coinsurance will also apply.

### **Deductible and Out-of-pocket Credit**

When Medical Mutual is replacing other group health insurance coverage, credit will be given for the satisfaction or partial satisfaction of Deductible and out-of-pocket amounts incurred and applied during the same or overlapping Benefit Period of the previous carrier's plan during the 90 days preceding the effective date of this coverage.

### **Schedule of Benefits**

The Deductible(s) and Coinsurance Limit(s) that may apply will renew each Benefit Period. Some of the benefits offered in this Certificate have maximums.

The Schedule of Benefits shows your financial responsibility for Covered Services. Medical Mutual covers the remaining liability for Covered Charges after you have paid the amounts indicated in the Schedule of Benefits, subject to benefit maximums and Medical Mutual's Negotiated Amounts.

### **Provider Status and Direction of Payment**

Medical Mutual has agreed to make payment directly to Contracting Providers for Covered Services.

Some of Medical Mutual's contracts with Providers, including Institutional Providers, allow discounts, allowances, incentives, adjustments and settlements. These amounts are for the sole benefit of Medical Mutual, and Medical Mutual will retain any payments resulting therefrom; however, the Deductibles, Copayments, Coinsurance, and benefit maximums, if applicable, will be calculated based upon the Allowed Amount, as described in this Certificate.

The choice of a Provider is yours. After a Provider performs a Covered Service, Medical Mutual will not honor your request to withhold claim payment. Medical Mutual does not furnish Covered Services but only pays for Covered Services you receive from Providers. Medical Mutual is not liable for any act or omission of any Provider. Medical Mutual has no responsibility for a Provider's failure or refusal to give Covered Services to you.

Medical Mutual has and retains the sole right to choose which Providers it will contract with, and on what terms, and to amend and terminate those contracts. Medical Mutual has and retains the sole right to designate Providers as Contracting and/or PPO Network.

Medical Mutual is authorized to make payments directly to Providers who have performed Covered Services for you. Medical Mutual also reserves the right to make payment directly to you. When this occurs, you must pay the Provider and Medical Mutual is not legally obligated to pay any additional amounts. You cannot assign your right to receive payment to anyone else, nor can you authorize someone else to receive your payments for you, including your Provider.

If Medical Mutual has incorrectly paid for services, or it is later discovered that payment was made for services that are not considered Covered Services, Medical Mutual has the right to recover payment, and you must repay this amount when requested.

Any reference to Providers as PPO Network, Non-PPO Network, Contracting or Non-Contracting is not a statement about their abilities.

### **Prior Approval of Non-PPO Network Benefits**

In some cases, Medical Mutual may determine that certain Covered Services can only be provided by a Non-PPO Network Provider. If Covered Services provided by a Non-PPO Network Provider are approved in advance by Medical Mutual, benefits will be provided as if the Covered Services were provided by a PPO Network Provider. However, that Provider may not accept our Allowed Amount as payment in full, and you may have to pay the Excess Charges.

To obtain prior approval of treatment by a Non-PPO Network Provider, your Physician must provide Medical Mutual with:

- the proposed treatment plan for the Covered Services;
- the name and location of the proposed Non-PPO Network Provider;
- copies of your medical records, including diagnostic reports; and
- an explanation of why the Covered Services cannot be provided by a PPO Network Provider.

Medical Mutual will determine whether the Covered Services can be provided by a PPO Network Provider and that determination will be final and conclusive. Medical Mutual may elect to have you examined by a Physician of its choice and will pay for any required physical examinations. You and your Physician will be notified if Covered Services provided by a Non-PPO Network Provider will be covered as if they had been provided by a PPO-Network Provider.

If you do not receive written approval in advance of receiving Covered Services, benefits will be provided as described in the Schedule of Benefits for Covered Services received from a Non-PPO Network Provider.

### **Preauthorization Notice for Members Residing Outside the State of Ohio**

If your Physician requests a procedure that is determined, by Medical Mutual, to not be Medically Necessary, you will be responsible for all Billed Charges. To ensure that your procedure/service is Medically Necessary, you or your Physician should contact Medical Mutual before you receive the service. If your Physician does not preauthorize the procedure, you should call Customer Service at the telephone number on your identification card for instructions on obtaining preauthorization for Medical Necessity from the Care Management Department of Medical Mutual.

Preauthorization from Medical Mutual must be obtained for Inpatient admissions to a Hospital in order to receive the full benefits specified in the Schedule of Benefits. If the Hospital does not preauthorize the admission, you must obtain preauthorization for the Inpatient admission by calling the Medical Mutual telephone number on your identification card at least two days prior to your admission to the Hospital. In the event preauthorization is not obtained, and your Hospital admission is determined to not be Medically Necessary, you will be responsible for all Billed Charges for that Hospital stay. Please refer to the Inpatient Hospital Services section of your Certificate for additional information.

In the event of an Emergency Admission, the Hospital, you, a family member or your representative must notify Medical Mutual within 48 hours or two working days of admission or you may be responsible for all Billed Charges for that Emergency Admission.

Additional Outpatient tests, procedures and equipment also require preauthorization. Examples of services that may require preauthorization are:

- reconstruction surgeries
- durable medical equipment and devices
- MRI's and PET scans
- therapy

- home health care
- weight loss surgery.

For a complete and current listing, please visit the "Tool" section of MyHealthPlan or contact Customer Service at the phone number shown on your identification card. Be sure to check this listing before services are received, as the information is subject to change.

If your Inpatient stay is for an organ transplant, please review the requirements under the Organ and Tissue Transplant Services section.

Please refer to the Benefit Determination for Claims section in the General Provisions for additional preauthorization requirements.

### **Explanation of Benefits**

After Medical Mutual processes your claim, an Explanation of Benefits (EOB) is provided to you electronically or by mail. It lists Covered Services and non-covered services along with explanations for why services are not covered. It contains important amounts and a telephone number if you have any questions.

### **Time of Payment of Claims**

Benefits will be provided under this Certificate within 30 days after receipt of a completed claim. If supporting documentation is required, then payment will be made in accordance with state and federal law. To have a payment or denial related to a claim reviewed, you must send a written request or call Customer Service at Medical Mutual within 180 days of the claim determination.

## **Filing a Complaint**

If you have a complaint, please call or write to Customer Service at the telephone number or address listed on your Explanation of Benefits (EOB) form and/or identification card. To expedite the processing of an inquiry, the Certificate Holder should have the following information available:

- name of patient
- identification number
- claim number(s) (if applicable)
- date(s) of service

If your complaint is regarding a claim, a Medical Mutual Customer Service representative will review the claim for correctness in processing. If the claim was processed according to terms of the Group Contract, the Customer Service representative will telephone the Certificate Holder with the response. If attempts to telephone the Certificate Holder are unsuccessful, a letter will be sent explaining how the claim was processed. If an adjustment to the claim is required, the Certificate Holder will receive a check, Explanation of Benefits or letter explaining the revised decision.

Quality of Care issues are addressed by our Quality Improvement Department or committee.

If you are not satisfied with the results, and your complaint is regarding an Adverse Benefit Determination, you may continue to pursue the matter through the appeal process.

Additionally, the Customer Service Representative will notify you of how to file an appeal.

## **Benefit Determination for Claims (Internal Claims Procedure)**

### **Claims Involving Urgent Care**

A **Claim Involving Urgent Care** is a claim for Medical Care or treatment with respect to which the application of the timeframes for making non-urgent care determinations (a) could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function or (b) 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.

Determination of **urgent** will be made by an individual acting on behalf of the plan applying the judgment of a prudent lay person who possesses an average knowledge of health and medicine; however, any Physician with knowledge of the claimant's medical Condition can also determine that a claim involves urgent care.

If you file a Claim Involving Urgent Care in accordance with Medical Mutual's claim procedures and sufficient information is received, Medical Mutual will notify you of its benefit determination, whether adverse or not, as soon as possible but not later than 72 hours after Medical Mutual's receipt of the claim.

If you do not follow Medical Mutual's procedures or we do not receive sufficient information to make a benefit determination, Medical Mutual will notify you within 24 hours of receipt of the Claim Involving Urgent Care and explain the applicable procedural deficiencies, or the specific deficiencies related to information necessary to make a benefit determination. You will have 48 hours to correct the procedural deficiencies and/or provide the requested information. Once Medical Mutual receives the requested information, we will notify you of the benefit determination, whether adverse or not, as soon as possible, taking into account all medical exigencies, but not later than 48 hours after receipt of the information.

Medical Mutual may notify you of its benefit determination decision orally and follow with written or electronic notification not later than three (3) days after the oral notification.

### **Concurrent Care Claims**

If Medical Mutual has approved an ongoing course of treatment to be provided over a period of time or for a number of treatments, any reduction or termination by Medical Mutual of such course of treatment before the end of such period of time or number of treatments shall constitute an Adverse Benefit Determination (unless the reduction or termination of benefits is due to a health plan amendment or health plan termination).

If Medical Mutual has approved an ongoing course of treatment to be provided over a period of time or for a number of treatments, any request to extend the course of treatment beyond the period of time or number of treatments that is a claim involving urgent care shall be decided as soon as possible, taking into account the medical exigencies, and Medical Mutual must notify the claimant of the benefit determination, whether adverse or not, within 24 hours after its receipt of the claim, provided that any such claim is made to Medical Mutual at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

### **Pre-Service Claims**

A Pre-Service Claim is a claim for a benefit which requires some form of preapproval or precertification by Medical Mutual as a condition for payment of a benefit (either in whole or in part).

If you file a Pre-Service Claim in accordance with Medical Mutual's claim procedures and sufficient information is received, Medical Mutual will notify you of its benefit determination, whether adverse or not, within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the claim. Medical Mutual may extend this time period for up to an additional 15 days if such an extension is necessary due to circumstances beyond the control of Medical Mutual. Medical Mutual will notify you of such an extension and date by which it expects to render a decision.

If an extension is needed because you did not provide the necessary information to process your claim, Medical Mutual will notify you, in writing, within the initial 15 day response period and will specifically describe the missing information. You will then have 45 days to provide the additional information. If you do not provide the information, your claim may be denied.

### **Post-Service Claims**

A Post-Service Claim is any claim that is not a Pre-Service Claim or a Claim Involving Urgent Care.

If you file a Post-Service Claim in accordance with Medical Mutual's claim procedures and sufficient information is received, Medical Mutual will notify you of its benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. Medical Mutual may extend this time period for up to an additional 15 days if such an extension is necessary due to circumstances beyond the control of Medical Mutual. Medical Mutual will notify you of such an extension and date by which it expects to render a decision.

If an extension is needed because you did not provide the necessary information to process your claim, Medical Mutual will notify you, in writing, within the initial 30 day response period and will specifically describe the missing information. You will then have 45 days to provide the additional information. If you do not provide the information, your claim may be denied.

## Adverse Benefit Determination Notices

You will receive notice of a benefit determination, orally as allowed, or in writing in a culturally and linguistically appropriate manner. All notices of an Adverse Benefit Determination will include the following:

- Information sufficient to identify the claim or health care service involved, including the health care provider, the date of service, and claim amount, if applicable;
- the specific reason(s) for the Adverse Benefit Determination;
- reference to the specific plan provision(s) on which the Adverse Benefit Determination is based;
- a description of any additional material or information necessary to process the claim and an explanation of why such information is necessary;
- a description of Medical Mutual's appeal procedures and applicable timeframes, including the expedited appeal process, if applicable;
- notice of the availability, upon request, of the diagnosis code and treatment code and their corresponding meanings, if applicable;
- notice of your right to bring a civil action under federal law following an Adverse Benefit Determination after review on appeal, if your group is subject to the Employee Retirement Income Security Act of 1974 (ERISA);
- disclosure of the availability of assistance with the appeal process from the Ohio Department of Insurance;
- if an internal rule, guideline, protocol or similar criteria was relied upon in making the Adverse Benefit Determination, this will be disclosed, or you will be advised that information about the rule, guideline, protocol or similar criteria will be provided free of charge upon written request; and
- if the Adverse Benefit Determination was based on Medical Necessity, Experimental treatment, or a similar exclusion or limit, an explanation of the scientific or clinical judgment used for the determination applying the terms of the plan to your circumstances will be disclosed, or you will be advised that this explanation will be provided free of charge upon request.

## Filing an Internal Appeal and External Review

### I. Definitions

For the purposes of this "Filing an Internal Appeal and External Review" Section, the following terms are defined as follows:

**Adverse Benefit Determination** - a decision by a Health Plan Issuer:

- to deny, reduce, or terminate a requested Health Care Service or payment in whole or in part, including all of the following:
  - a determination that the Health Care Service does not meet the Health Plan Issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness, including Experimental or Investigational treatments;
  - a determination of an individual's eligibility for individual health insurance coverage, including coverage offered to individuals through a nonemployer group, to participate in a plan or health insurance coverage;
  - a determination that a Health Care Service is not a Covered Service;
  - the imposition of an exclusion, including exclusions for pre-existing conditions, source of injury, network, or any other limitation on benefits that would otherwise be covered.
- Not to issue individual health insurance coverage to an applicant, including coverage offered to individuals through a non-employer group;
- To Rescind coverage on a Health Benefit Plan.

**Authorized Representative** - an individual who represents a Covered Person in an internal appeal process or external review process, who is any of the following: (1) a person to whom a Covered Person has given express written consent to represent that person in an internal appeal process or external review process; (2) a person authorized by law to provide substituted consent for a Covered Person; or (3) a family member or a treating health care professional, but only when the Covered Person is unable to provide consent.

**Covered Service** - please refer to the definition of this term in the Definitions Section earlier in this Certificate.

**Covered Person** - please refer to the definition of this term in the Definitions Section earlier in this Certificate.

**Emergency Medical Condition** - please refer to the definition of this term in the Definitions Section earlier in this Certificate.

**Emergency Services** - please refer to the definition of this term in the Definitions Section earlier in this Certificate.

**Final Adverse Benefit Determination** - an Adverse Benefit Determination that is upheld at the completion of Medical Mutual's mandatory internal appeal process.

**Health Benefit Plan** - a policy, contract, certificate, or agreement offered by a Health Plan Issuer to provide, deliver, arrange for, pay for, or reimburse any of the costs of Health Care Services.

**Health Care Services** - services for the diagnosis, prevention, treatment, cure, or relief of a health condition, illness, injury, or disease.

**Health Plan Issuer** - an entity subject to the insurance laws and rules of this state, or subject to the jurisdiction of the Superintendent of insurance, that contracts, or offers to contract to provide, deliver, arrange for, pay for, or reimburse any of the costs of Health Care Services under a Health Benefit Plan, including a sickness and accident insurance company, a health insuring corporation, a fraternal benefit society, a self-funded multiple employer welfare arrangement, or a nonfederal, government health plan. "Health Plan Issuer" includes a third party administrator to the extent that the benefits that such an entity is contracted to administer under a Health Benefit Plan are subject to the insurance laws and rules of this state or subject to the jurisdiction of the Superintendent.

**Independent Review Organization** - an entity that is accredited to conduct independent external reviews of Adverse Benefit Determinations.

**Rescission or to Rescind** - a cancellation or discontinuance of coverage that has a retroactive effect. "Rescission" does not include a cancellation or discontinuance of coverage that has only a prospective effect or a cancellation or discontinuance of coverage that is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage.

**Stabilize** - please refer to the definition of this term in the Definitions Section earlier in this Certificate.

**Superintendent** - the superintendent of insurance.

**Utilization Review** - a process used to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, procedures, or settings.

## II. How to File an Appeal

If you are not satisfied with an Adverse Benefit Determination, you may file an appeal.

There is no fee to file an appeal. Appeals can be filed regardless of the claim amount at issue.

To submit an appeal electronically, go to Medical Mutual's Web site, [www.MedMutual.com](http://www.MedMutual.com), under Members' section, complete all required fields and submit, or call the Customer Service telephone number on your identification card for more information about how to file an appeal. You may also write a letter with the following information: Certificate Holder's full name; patient's full name; identification number; claim number if a claim has been denied; the reason for the appeal; date of services; the Provider/facility name; and any supporting information or medical records, documents, dental X-rays or photographs you would like considered in the appeal. Send or fax the letter and records to:

Medical Mutual  
Member Appeals Unit  
MZ: 01-4B-4809  
P.O. Box 94580  
Cleveland, Ohio 44101-4580  
FAX: (216) 687-7990

The request for review must come directly from the patient unless he/she is a minor or has appointed an Authorized Representative. You can choose another person to represent you during the appeal process, as long as Medical Mutual has a signed and dated statement from you authorizing the person to act on your behalf. However, in the case of a claim involving urgent care (as described below), a healthcare professional with knowledge of your medical condition may act as your Authorized Representative without a signed and dated statement from you.

### **III. Internal Appeals Procedure**

#### **A. Mandatory Internal Appeal Level**

The Plan provides all members a mandatory internal appeal level. You must complete this mandatory internal appeal level before any additional action is taken, except when exhaustion is unnecessary as described in the following sections.

Mandatory internal appeals must be filed within 180 days from your receipt of a notice of Adverse Benefit Determination. All requests for appeal may be made by submitting an electronic form, by calling Customer Service or in writing as described above in the How to File an Appeal section.

Under the appeal process, there will be a full and fair review of the claim in accordance with applicable law. The internal appeal process is a review of your appeal by an Appeals Coordinator, a Physician consultant and/or other licensed health care professional. The review of an appeal will take into account all comments, documents, medical records and other information submitted by you and the Provider relating to the appeal, without regard to whether such information was submitted or considered in the initial benefit determination.

All determinations that involve, in whole or in part, issues of Medical Necessity, whether services are Experimental and Investigational, or any other medical judgment, are based on the evaluations and opinions of health care professionals who have the appropriate training and experience in the field of medicine involved in the medical judgment. The health care professionals who review the appeal will not have made any prior evaluations about your claim and will not be a subordinate of the professional who made the initial evaluation of your claim. These health care professionals act independently and impartially. Decisions to hire, compensate, terminate, promote or retain these professionals are not based in any manner on the likelihood that these professionals will support a denial of benefits. Upon specific written request from you, Medical Mutual will provide the identification of the medical or vocational expert whose advice was obtained on behalf of Medical Mutual in connection with the Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination.

You may submit written comments, documents, records, testimony and other information relating to the claim that is the basis for the appeal. These documents should be submitted by you at the time you send in your request for an appeal. Upon written request, you may have reasonable access to and copies of documents, records and other information used to make the decision on your claim for benefits that is the subject of your appeal.

If, during the appeal, Medical Mutual considers, relies upon or generates any new or additional evidence, you will be provided free of charge with copies of that evidence before a notice of Final Adverse Benefit Determination is issued. You will have an opportunity to respond before our time frame for issuing a notice of Final Adverse Benefit Determination expires. Additionally, if Medical Mutual decides to issue a Final Adverse Benefit Determination based on a new or additional rationale, you will be provided that rationale free of charge before the final notice of Final Adverse Benefit Determination is issued. You will have an opportunity to respond before our timeframe for issuing a notice of Final Adverse Benefit Determination expires.

You will receive continued coverage pending the outcome of the appeals process. For this purpose, Medical Mutual may not reduce or terminate benefits for an ongoing course of treatment without providing advance notice and an opportunity for advance review. If Medical Mutual's Adverse Benefit Determination is upheld, you may be responsible for the payment of services you receive while the appeals process was pending.

#### **1. Types of Mandatory Internal Appeals and Timeframes**

##### **a. Appeal of Claim Involving Urgent Care**

- You, your Authorized Representative or your Provider may request an appeal of a claim involving urgent care. The appeal does not need to be submitted in writing. You, your Authorized Representative, or your Physician should call the Care Management telephone number on your identification card as soon as possible. Appeals of claims involving urgent care typically involve those claims 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 a patient, or the ability of the patient to regain maximum functions, or (2) in the opinion of a Physician with knowledge of your medical Condition, would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim. The appeal must be decided as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the claimant's request to appeal. The expedited appeal process does not apply to prescheduled treatments, therapies, Surgeries or other procedures that do not require immediate action.

##### **b. Pre-Service Claim Appeal**

- You or your Authorized Representative may request a pre-service claim appeal. Pre-service claim appeals are those requested in advance of obtaining Medical Care for approval of a benefit, as it relates to the terms of the plan Certificate. The pre-service claim appeal must be decided within a reasonable period of time appropriate to the medical circumstances, but not later than 30 days after the receipt of the request and must be requested within 180 days of the date you received notice of an Adverse Benefit Determination.

### c. Post Service Claim Appeal

- You or your Authorized Representative may request a post-service claim appeal. Post-service claim appeals are those requested for payment or reimbursement of the cost for Medical Care that has already been provided. As with pre-service claims, the post-service claim appeal must be decided within 30 days of the request and must be requested within 180 days of the date you received notice of an Adverse Benefit Determination.

## 2. Notices of Final Adverse Benefit Determination after Appeal

All notices of a Final Adverse Benefit Determination after an appeal will be culturally and linguistically appropriate and will include the following:

- Information sufficient to identify the claim or health care service involved, including the health care provider, the date of service, and claim amount, if applicable;
- the specific reason(s) for the Adverse Benefit Determination;
- reference to the specific plan provision(s) on which the Adverse Benefit Determination is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits;
- notice of the availability, upon request, of the diagnosis code and treatment code and their corresponding meanings, if applicable;
- if an internal rule, guideline, protocol or similar criteria was relied upon in making the Adverse Benefit Determination, this will be disclosed, or you will be advised that information about the rule, guideline, protocol or similar criteria will be provided free of charge upon written request;
- if the Adverse Benefit Determination was based on a Medical Necessity or Experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment used for the determination applying the terms of the plan to your circumstances will be disclosed, or you will be advised that this explanation will be provided free of charge upon request;
- a discussion of the decision;
- a description of applicable appeal procedures;
- disclosure of the availability of assistance with the appeal process from the Ohio Department of Insurance; and
- notice of your right to bring a civil action under federal law following an Adverse Benefit Determination after review on appeal, if your group is subject to the Employee Retirement Income Security Act of 1974 (ERISA).

## B. What Happens After the Mandatory Internal Appeal Level

If your claim is denied at the mandatory internal appeal level, you may be eligible for either the External Review Process by an Independent Review Organization for Adverse Benefit Determinations involving medical judgment or the External Review Process by the Ohio Department of Insurance for contractual issues that do not involve medical judgment. Prior to requesting an External Review (but not after requesting an External Review), you may request an additional Voluntary Internal Level Appeal. Alternatively, you may request an External Review directly after receiving an Adverse Benefit Determination at the mandatory internal appeal level. The Voluntary Internal Level Appeal and External Review Processes are described below.

## C. Voluntary Internal Level Appeal

If your mandatory internal appeal is denied, then you have the option of a voluntary internal level appeal by Medical Mutual. All requests for appeal may be made by calling Customer Service or writing to the Member Appeals Department. You should submit additional written comments, documents, records, dental X-rays, photographs and other information that were not submitted for the mandatory internal appeal. Send or fax your request and records to:

Medical Mutual  
Member Appeals Unit  
MZ: 01-4B-4809



P.O. Box 94580  
Cleveland, Ohio 44101-4580  
FAX: (216) 687-7990

This level of internal appeal is voluntary, which means this level of appeal is available, but not required before any external review or civil action is pursued. The timeframe for filing an external review will be tolled while your voluntary appeal is being conducted. Additionally, any statute of limitations will be tolled during the period of the voluntary appeal process. Medical Mutual waives any right to assert that a claimant has failed to exhaust administrative remedies because the claimant did not elect to request this voluntary internal level of appeal.

The voluntary internal level of appeal may be requested at the conclusion of the mandatory internal appeal level. The request for the voluntary internal level of appeal must be received by Medical Mutual within 60 days from your receipt of the notice of Adverse Benefit Determination after the mandatory internal appeal. Medical Mutual will complete its review of the voluntary internal level appeal within 30 days from receipt of the request.

The voluntary internal level appeal provides a full and fair review of the claim. There will be a review of your appeal by an Appeals Coordinator, a Physician consultant and/or other licensed health care professional. The appeal will take into account all comments, documents, records and other information submitted by you and the Provider relating to the claim, without regard to whether such information was submitted or considered in the mandatory internal appeal level. All determinations that involve, in whole or in part, issues of Medical Necessity, whether services are Experimental and Investigational, or any other medical judgment, are based on the evaluations and opinions of health care professionals who have the appropriate training and experience in the field of medicine involved in the medical judgment. The health care professionals who review the appeal will not have made any prior evaluations about your claim and will not be a subordinate of the professional who made any prior evaluation of your claim. These health care professionals act independently and impartially. Decisions to hire, compensate, terminate, promote or retain these professionals are not based in any manner on the likelihood that these professionals will support a denial of benefits. Upon specific written request from you, Medical Mutual will provide the identification of the medical or vocational expert whose advice was obtained on behalf of Medical Mutual in connection with the Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination.

You may submit written comments, documents, records and other information relating to the claim that is the basis for the appeal. These documents should be submitted by you at the time you send in your request for a voluntary internal level of appeal. Upon written request, you may have reasonable access to and copies of documents, records and other information used to make the decision on your claim for benefits that is the subject of your appeal.

A claimant may elect to request this voluntary internal level of appeal only after exhaustion of the mandatory internal appeal level.

Upon request, Medical Mutual will provide you sufficient information relating to the voluntary level of appeal to enable you to make an informed judgment about whether to request this voluntary internal level of appeal.

#### **IV. External Review Process**

##### **A. Contact Information for Filing an External Review**

Medical Mutual  
Member Appeals Unit  
MZ: 01-4B-4809  
P.O. Box 94580  
Cleveland, Ohio 44101-4580  
FAX: (216) 687-7990

##### **B. Understanding the External Review Process**

Under Chapter 3922 of the Ohio Revised Code all Health Plan Issuers must provide a process that allows a person covered under a Health Benefit Plan or a person applying for Health Benefit Plan coverage to request an independent external review of an Adverse Benefit Determination. This is a summary of that external review process. An Adverse Benefit Determination is a decision by Medical Mutual to deny a requested Health Care Service or payment because services are not covered, are excluded, or limited under the plan, or the Covered Person is not eligible to receive the benefit.

The Adverse Benefit Determination may involve an issue of Medical Necessity, appropriateness, health care setting, or level of care or effectiveness. An Adverse Benefit Determination can also be a decision to deny Health Benefit Plan coverage or to Rescind coverage.

## C. Opportunity for External Review

An external review may be conducted by an Independent Review Organization (IRO) or by the Ohio Department of Insurance. The Covered Person does not pay for the external review. There is no minimum cost of Health Care Services denied in order to qualify for an external review. However, the Covered Person must generally exhaust Medical Mutual's mandatory internal appeal process before seeking an external review. Exceptions to this requirement will be included in the notice of the Adverse Benefit Determination.

### 1. External Review by an IRO

A Covered Person is entitled to an external review by an IRO in the following instances:

- The Adverse Benefit Determination involves a medical judgment or is based on any medical information
- The Adverse Benefit Determination indicates the requested service is Experimental or Investigational, the requested Health Care Service is not explicitly excluded in the Covered Person's Health Benefit Plan, and the treating physician certifies at least one of the following:
  - Standard Health Care Services have not been effective in improving the condition of the Covered Person
  - Standard Health Care Services are not medically appropriate for the Covered Person
  - No available standard Health Care Service covered by Medical Mutual is more beneficial than the requested Health Care Service.

There are two types of IRO reviews, standard and expedited. A standard review is normally completed within 30 days. An expedited review for urgent medical situations is normally completed within 72 hours and can be requested if any of the following applies:

- The Covered Person's treating physician certifies that the Adverse Benefit Determination involves a medical condition that could seriously jeopardize the life or health of the Covered Person or would jeopardize the Covered Person's ability to regain maximum function if treatment is delayed until after the time frame of an expedited internal appeal, and the Covered Person has filed a request for an expedited internal appeal.
- The Covered Person's treating physician certifies that the Final Adverse Benefit Determination involves a medical condition that could seriously jeopardize the life or health of the Covered Person or would jeopardize the Covered Person's ability to regain maximum function if treatment is delayed until after the time frame of a standard external review.
- The Final Adverse Benefit Determination concerns an admission, availability of care, continued stay, or Health Care Service for which the Covered Person received Emergency Services, but has not yet been discharged from a facility.
- An expedited internal appeal is already in progress for an Adverse Benefit Determination of Experimental or Investigational treatment and the Covered Person's treating physician certifies in writing that the recommended Health Care Service or treatment would be significantly less effective if not promptly initiated.

NOTE: An expedited external review is not available for retrospective Final Adverse Benefit Determinations (meaning the Health Care Service has already been provided to the Covered Person).

### 2. External Review by the Ohio Department of Insurance

A Covered Person is entitled to an external review by the Department in either of the following instances:

- The Adverse Benefit Determination is based on a contractual issue that does not involve a medical judgment or medical information.
- The Adverse Benefit Determination for an Emergency Medical Condition indicates that medical condition did not meet the definition of emergency AND Medical Mutual's decision has already been upheld through an external review by an IRO.

## D. Request for External Review

Regardless of whether the external review case is to be reviewed by an IRO or the Department of Insurance, the Covered Person, or an Authorized Representative, must request an external review through Medical Mutual within 180 days from your receipt of the notice of Final Adverse Benefit Determination after the mandatory internal appeal level, if you do not request a voluntary internal level appeal. If you do request a voluntary internal level of appeal, the request for external review must be made within 180 days from your receipt of the notice of Adverse Benefit Determination after the voluntary internal appeal level.

All requests must be in writing, including by electronic means, except for a request for an expedited external review. Expedited external reviews may be requested orally. The Covered Person will be required to consent to the release of applicable medical records and sign a medical records release authorization.

If the request is complete and eligible Medical Mutual will initiate the external review and notify the Covered Person in writing, or immediately in the case of an expedited review, that the request is complete and eligible for external review. The notice will include the name and contact information for the assigned IRO or the Ohio Department of Insurance (as applicable) for the purpose of submitting additional information. When a standard review is requested, the notice will inform the Covered Person that, within 10 business days after receipt of the notice, they may submit additional information in writing to the IRO or the Ohio Department of Insurance (as applicable) for consideration in the review. Medical Mutual will also forward all documents and information used to make the Adverse Benefit Determination to the assigned IRO or the Ohio Department of Insurance (as applicable).

If the request is not complete Medical Mutual will inform the Covered Person in writing and specify what information is needed to make the request complete. If Medical Mutual determines that the Adverse Benefit Determination is not eligible for external review, Medical Mutual must notify the Covered Person in writing and provide the Covered Person with the reason for the denial and inform the Covered Person that the denial may be appealed to the Ohio Department of Insurance.

The Ohio Department of Insurance may determine the request is eligible for external review regardless of the decision by Medical Mutual and require that the request be referred for external review. The Department's decision will be made in accordance with the terms of the Health Benefit Plan and all applicable provisions of the law.

### **E. IRO Assignment**

When Medical Mutual initiates an external review by an IRO, the Ohio Department of Insurance web based system randomly assigns the review to an accredited IRO that is qualified to conduct the review based on the type of Health Care Service. An IRO that has a conflict of interest with Medical Mutual, the Covered Person, the health care provider or the health care facility will not be selected to conduct the review.

### **F. Reconsideration by Medical Mutual**

If you submit information to the Independent Review Organization or the Ohio Department of Insurance to consider, the Independent Review Organization or Ohio Department of Insurance will forward a copy of the information to Medical Mutual. Upon receipt of the information, Medical Mutual may reconsider its Adverse Benefit Determination and provide coverage for the Health Care Service in question. Reconsideration by Medical Mutual will not delay or terminate an external review. If Medical Mutual reverses an Adverse Benefit Determination, Medical Mutual will notify you in writing and the Independent Review Organization will terminate the external review.

### **G. IRO Review and Decision**

The IRO must consider all documents and information considered by Medical Mutual in making the Adverse Benefit Determination, any information submitted by the Covered Person and other information such as; the Covered Person's medical records, the attending health care professional's recommendation, consulting reports from appropriate health care professionals, the terms of coverage under the Health Benefit Plan, the most appropriate practice guidelines, clinical review criteria used by the Health Plan Issuer or its Utilization Review organization, and the opinions of the IRO's clinical reviewers.

The IRO will provide a written notice of its decision within 30 days of receipt by Medical Mutual of a request for a standard review or within 72 hours of receipt by Medical Mutual of a request for an expedited review. This notice will be sent to the Covered Person, Medical Mutual and the Ohio Department of Insurance and must include the following information:

- A general description of the reason for the request for external review
- The date the Independent Review Organization was assigned by the Ohio Department of Insurance to conduct the external review
- The dates over which the external review was conducted
- The date on which the Independent Review Organization's decision was made
- The rationale for its decision
- References to the evidence or documentation, including any evidence-based standards, that were used or considered in reaching its decision

NOTE: Written decisions of an IRO concerning an Adverse Benefit Determination that involves a health care treatment or service that is stated to be Experimental or Investigational also includes the principle reason(s) for the IRO's decision and the written opinion of each clinical reviewer including their recommendation and their rationale for the recommendation.

#### **H. Binding Nature of External Review Decision**

An external review decision is binding on Medical Mutual except to the extent Medical Mutual has other remedies available under state law. The decision is also binding on the Covered Person except to the extent the Covered Person has other remedies available under applicable state or federal law.

A Covered Person may not file a subsequent request for an external review involving the same Adverse Benefit Determination that was previously reviewed unless new medical or scientific evidence is submitted to Medical Mutual.

#### **I. If You Have Questions About Your Rights or Need Assistance**

You may contact Medical Mutual at the Customer Service telephone number listed on your identification card. You may also contact the Ohio Department of Insurance:

Ohio Department of Insurance  
ATTN: Consumer Affairs  
50 West Town Street, Suite 300  
Columbus, Ohio 43215-4186  
Telephone: 800.686.1526 / 614-644-2673  
Fax: 614-644-3744  
TDD: 614-644-3745

Contact ODI Consumer Affairs:  
<https://secured.insurance.ohio.gov/ConsumServ/ConServComments.asp>  
File a Consumer Complaint:  
<http://insurance.ohio.gov/Consumer/OCS/Pages/ConsCompl.aspx>

### **Claim Review**

#### **Consent to Release Medical Information - Denial of Coverage**

You consent to the release of medical information to Medical Mutual when you sign an Application.

When you present your identification card for Covered Services, you are also giving your consent to release medical information to Medical Mutual. Medical Mutual has the right to refuse to reimburse for Covered Services if you refuse to consent to the release of any medical information.

#### **Right to Review Claims**

When a claim is submitted, Medical Mutual will review the claim to ensure that the service was Medically Necessary and that all other conditions for coverage are satisfied. The fact that a Provider may recommend or prescribe treatment does not mean that it is automatically a Covered Service or that it is Medically Necessary.

As part of its review, Medical Mutual may refer to corporate medical policies developed by Medical Mutual (that may be obtained at Medical Mutual's website) as guidelines to assist in reviewing claims.

#### **Physical Examination**

Medical Mutual may require that you have one or more physical examinations at its expense. These examinations will help to determine what benefits will be covered, especially when there are questions concerning services you have previously received and for which you have submitted claims. These examinations will not have any effect on your status as a Covered Person or your eligibility.

## Legal Actions

No action, at law or in equity, shall be brought to recover benefits within 60 days after Medical Mutual receives written proof in accordance with this Certificate that Covered Services have been given to you. No such action may be brought later than three years after expiration of the required claim filing limit as specified in the Proof of Loss section.

## Coordination of Benefits

The Coordination of Benefits ("COB") provision applies when a person has health care coverage under more than one **Plan**. **Plan** is defined below.

The order of benefit determination rules govern the order in which each **Plan** will pay a claim for benefits. The **Plan** that pays first is called the **Primary plan**. The **Primary plan** must pay benefits in accordance with its policy terms without regard to the possibility that another **Plan** may cover some expenses. The **Plan** that pays after the **Primary plan** is the **Secondary plan**. The **Secondary plan** may reduce the benefits it pays so that payments from all **Plans** does not exceed 100% of the total **Allowable expense**.

### Definitions

1. A **Plan** is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
  - a. **Plan** includes: group and nongroup insurance contracts, health insuring corporation ("HIC") contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
  - b. **Plan** does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under "a" or "b" above is a separate **Plan**. If a **Plan** has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate **Plan**.

2. **This plan** means, in a **COB** provision, the part of the contract providing the health care benefits to which the **COB** provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care benefits is separate from this plan. A contract may apply one **COB** provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another **COB** provision to coordinate other benefits.
3. The order of benefit determination rules determine whether **This plan** is a **Primary plan** or **Secondary plan** when the person has health care coverage under more than one **Plan**.

When **This plan** is primary, it determines payment for its benefits first before those of any other **Plan** without considering any other **Plan's** benefits. When **This plan** is secondary, it determines its benefits after those of another **Plan** and may reduce the benefits it pays so that all **Plan** benefits do not exceed 100% of the total **Allowable expense**.

4. **Allowable expense** is a health care expense, including Deductibles, Coinsurance and Copayments, that is covered at least in part by any **Plan** covering the person. When a **Plan** provides benefits in the form of services, the reasonable cash value of each service will be considered an **Allowable expense** and a benefit paid. An expense that is not covered by any **Plan** covering the person is not an **Allowable expense**. In addition, any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging a Covered Person is not an **Allowable expense**.

The following are examples of expenses that are not **Allowable expenses**:

- a. The difference between the cost of a semi-private Hospital room and a private Hospital room is not an **Allowable expense**, unless one of the **Plans** provides coverage for private Hospital room expenses.

- b. If a person is covered by 2 or more **Plans** that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an **Allowable expense**.
  - c. If a person is covered by 2 or more **Plans** that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an **Allowable expense**.
  - d. If a person is covered by one **Plan** that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another **Plan** that provides its benefits or services on the basis of negotiated fees, the **Primary plan's** payment arrangement shall be the **Allowable expense** for all **Plans**. However, if the Provider has contracted with the **Secondary plan** to provide the benefit or service for a specific negotiated fee or payment amount that is different than the **Primary plan's** payment arrangement and if the Provider's contract permits, the negotiated fee or payment shall be the **Allowable expense** used by the **Secondary plan** to determine its benefits.
  - e. The amount of any benefit reduction by the **Primary plan** because a Covered Person has failed to comply with the **Plan** provisions is not an **Allowable expense**. Examples of these types of plan provisions include second surgical opinions, preauthorization of admissions, and preferred provider arrangements.
5. **Closed panel plan** is a **Plan** that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the **Plan**, and that excludes coverage for services provided by other Providers, except in cases of Emergency or referral by a panel member.
  6. **Custodial parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

### Order Of Benefit Determination Rules

When a person is covered by two or more **Plans** , the rules for determining the order of benefit payments are as follows:

1. The **Primary plan** pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other **Plan**.
2.
  - a. Except as provided in Paragraph "b" below, a **Plan** that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both **Plans** state that the complying plan is primary.
  - b. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the **Plan** provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a **Closed panel plan** to provide out-of-network benefits.
3. A **Plan** may consider the benefits paid or provided by another **Plan** in calculating payment of its benefits only when it is secondary to that other **Plan**.
4. Each **Plan** determines its order of benefits using the first of the following rules that apply:
  - a. Non-Dependent or Dependent. The **Plan** that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree, is the **Primary plan** and the **Plan** that covers the person as a dependent is the **Secondary plan**. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the **Plan** covering the person as a dependent, and primary to the **Plan** covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two **Plans** is reversed so that the **Plan** covering the person as an employee, member, policyholder, subscriber or retiree is the **Secondary plan** and the other **Plan** is the **Primary plan**.
  - b. Dependent child covered under more than one plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one **Plan**, the order of benefits is determined as follows:
    1. For a dependent child whose parents are married or are living together, whether or not they have ever been married:
      - The **Plan** of the parent whose birthday falls earlier in the calendar year is the **Primary plan**; or
      - If both parents have the same birthday, the **Plan** that has covered the parent the longest is the **Primary plan**.
      - However, if one spouse's plan has some other coordination rule (for example, a "gender rule" which says the father's plan is always primary), we will follow the rules of that plan.

2. For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - a. If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the **Plan** of that parent has actual knowledge of those terms, that **Plan** is primary. This rule applies to plan years commencing after the **Plan** is given notice of the court decree;
  - b. If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Subparagraph (1) above shall determine the order of benefits;
  - c. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (1) above shall determine the order of benefits; or
  - d. If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
    - The **Plan** covering the **Custodial parent**;
    - The **Plan** covering the spouse of the **Custodial parent**;
    - The **Plan** covering the **non-custodial parent**; and then
    - The **Plan** covering the spouse of the **non-custodial parent**.
3. For a dependent child covered under more than one **Plan** of individuals who are not the parents of the child, the provisions of Subparagraph (1) or (2) above shall determine the order of benefits as if those individuals were the parents of the child.
  - c. Active employee or retired or laid-off employee. The **Plan** that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the **Primary plan**. The **Plan** covering that same person as a retired or laid-off employee is the **Secondary plan**. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other **Plan** does not have this rule, and as a result, the **Plans** do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled 4(a) can determine the order of benefits.
  - d. COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another **Plan**, the **Plan** covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the **Primary plan** and the COBRA or state or other federal continuation coverage is the **Secondary plan**. If the other **Plan** does not have this rule, and as a result, the **Plans** do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled 4(a) can determine the order of benefits.
  - e. Longer or shorter length of coverage. The **Plan** that covered the person as an employee, member, policyholder, subscriber or retiree longer is the **Primary plan** and the **Plan** that covered the person the shorter period of time is the **Secondary plan**.
  - f. If the preceding rules do not determine the order of benefits, the **Allowable expenses** shall be shared equally between the **Plans** meeting the definition of **Plan**. In addition, **This plan** will not pay more than it would have paid had it been the **Primary plan**.

#### Effect On The Benefits Of This Plan

1. When **This plan** is secondary, it may reduce its benefits so that the total benefits paid or provided by all **Plans** during a plan year are not more than the total **Allowable expenses**. In determining the amount to be paid for any claim, the **Secondary plan** will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any **Allowable expense** under its **Plan** that is unpaid by the **Primary plan**. The **Secondary plan** may then reduce its payment by the amount so that, when combined with the amount paid by the **Primary plan**, the total benefits paid or provided by all **Plans** for the claim do not exceed the total **Allowable expense** for that claim. In addition, the **Secondary plan** shall credit to its plan Deductible any amounts it would have credited to its Deductible in the absence of other health care coverage.
2. If a Covered Person is enrolled in two or more **Closed panel plans** and if, for any reason, including the provision of service by a non-panel Provider, benefits are not payable by one **Closed panel plan**, **COB** shall not apply between that **Plan** and other **Closed panel plans**.

## **Right To Receive And Release Needed Information**

Certain facts about health care coverage and services are needed to apply these **COB** rules and to determine benefits payable under **This plan** and other **Plans**. Medical Mutual may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under **This plan** and other **Plans** covering the person claiming benefits. Medical Mutual need not tell, or get the consent of, any person to do this. Each person claiming benefits under **This plan** must give Medical Mutual any facts it needs to apply those rules and determine benefits payable.

## **Facility of Payment**

A payment made under another **Plan** may include an amount that should have been paid under **This plan**. If it does, Medical Mutual may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under **This plan**. Medical Mutual will not have to pay that amount again. The term " payment made " includes providing benefits in the form of services, in which case " payment made " means the reasonable cash value of the benefits provided in the form of services.

## **Right of Recovery**

If the amount of the payments made by Medical Mutual is more than it should have paid under this **COB** provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the Covered Person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

## **Coordination Disputes**

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting Customer Service at the telephone number or address listed on the front of your Explanation of Benefits (EOB) form and/or identification card. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526, or visit the Department's website at <http://insurance.ohio.gov>.

## **Right of Subrogation and Reimbursement**

This provision applies when Medical Mutual pays benefits for personal injury and you may have the right to recovery damages from another. Acceptance of Medical Mutual benefits for Covered Services constitutes your acceptance and acknowledgment of this provision.

### **Subrogation**

Medical Mutual is subrogated to all your rights of recovery to the extent of the benefits it pays or provides for Covered Services for an illness or injury for which you may be entitled to recover payment from any other person. Medical Mutual is subrogated to any right you have to recover from the person who caused the illness or injury, that person's insurer or under any "Uninsured Motorist", "Underinsured Motorist", "Medical Payments", "No-Fault" or other similar coverage provisions. Medical Mutual's right of subrogation applies with equal force to any and all state, federal or common law claims of survivors, wrongful death, consortium or other similar claims. However, Medical Mutual's right of subrogation shall not exceed the amount of the benefits paid or to be paid in the future by Medical Mutual.

Medical Mutual's subrogation right has first priority to any recovery and takes priority over the injured party, their attorney or any other person or entity with a claim, right or lien on the recovery. Medical Mutual's subrogation right shall not be reduced for any attorney fees or costs Incurred by you or any other party.

Medical Mutual's right to subrogation will apply even if you have not been made whole, are not fully compensated or only partially recover for your loss.

### **Reimbursement**

If you recover damages from any party or through any coverage named above, regardless of how you, your legal representative or any other party characterize the recovery, you must hold in trust for Medical Mutual, the whole proceeds of the recovery and must reimburse Medical Mutual to the extent of payments made within 14 days of its receipt. Medical Mutual has a constructive trust, equitable lien and other equitable rights on the entire fund of money recovered which can be asserted against any parties who may have possession of a portion or all of the fund.



Medical Mutual's reimbursement right has first priority to any recovery and takes priority over the injured party, their attorney or any other person or entity with a claim, right or lien on the recovery. Medical Mutual's reimbursement right shall not be reduced for any attorney fees or costs incurred by you or any other party. You will be responsible for payment of any expenses, including attorney fees and court costs, incurred by Medical Mutual to enforce its right of reimbursement.

Any other person or entity with a claim, right or lien on the recovery, Medical Mutual's right to reimbursement will apply even if you have not been made whole, are not fully compensated or only partially recover for your loss.

### **Your Duties**

You must provide Medical Mutual any information requested by Medical Mutual within five (5) days of the request.

You must notify Medical Mutual promptly of how, when and where an accident or incident resulting in personal injury to you occurred and all information regarding the parties involved.

You must cooperate with Medical Mutual in the investigation, settlement and protection of Medical Mutual's rights.

You must send Medical Mutual copies of any police report, notices or other papers received in connection with the accident or incident resulting in personal injury to you.

You must not settle or compromise any claims unless Medical Mutual is notified, in writing, at least 30 days before such settlement or compromise and Medical Mutual agrees to it in writing.

### **Discretionary Authority**

Medical Mutual shall have discretionary authority to interpret and construct the terms and conditions of the Subrogation and Reimbursement provisions and make determination or construction which is not arbitrary and capricious. Medical Mutual's determination will be final and conclusive.

## **Changes In Benefits or Provisions**

The benefits provided by this coverage may be changed at any time. If there is a material change during the policy year, you will be notified 60 days in advance of the changes. It is your Group's responsibility to notify you when these changes go into effect. If you are receiving Covered Services under this Certificate at the time your revised benefits become effective, Medical Mutual will continue to provide benefits for these services only if they continue to be Covered Services under the revised benefits.

If the provisions of this Certificate are changed or revised by Medical Mutual, Medical Mutual will notify the Group 31 days prior to the changes becoming effective. It is the responsibility of the Group to notify the Certificate Holders of the change or revision.

## **Termination of Coverage**

### **How and When Your Coverage Stops**

Your coverage stops:

- By termination of the Group Contract including termination for non-payment. This automatically ends all of your coverage and you are not offered a conversion privilege. It is the responsibility of your Group to notify you of such termination.
- On the date a Covered Person stops being an Eligible Dependent or if coverage is extended for Full-time Student status, on the date the Full-time Student status ends. You are responsible for notifying Medical Mutual immediately of any change to the eligibility status of a Full-time Student.
- On the date that the Certificate Holder becomes ineligible, when a Covered Person stops being an eligible Certificate Holder.
- At the end of the period for which the premium was made when a Covered Person does not pay the next required contribution.
- On the day a final decree of divorce, annulment or dissolution of the marriage is filed, a Certificate Holder's spouse will no longer be eligible for coverage, subject to any available conversion offer.

- On the date a Certificate Holder's Domestic Partnership terminates, the Domestic Partner will cease to be eligible for coverage.
- Immediately upon notice if:
  - a Covered Person allows a non-Covered Person to use his/her identification card to obtain or attempt to obtain benefits; or
  - a Covered Person intentionally misrepresents a material fact provided to Medical Mutual or commits fraud or forgery. If Medical Mutual rescinds your coverage, you will be given 30 days' advance written notice, during which time you may request a review of the decision.

### **Certificate of Creditable Coverage**

If any Covered Person's coverage would end and your employer's group policy is still in effect, you and your covered Eligible Dependents will receive a certificate of Creditable Coverage that shows your period of coverage under Medical Mutual.

### **Federal Continuation Provisions - COBRA**

**Note: Domestic Partners and dependents of Domestic Partners are not eligible for continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). In the sections describing COBRA benefits Eligible Dependents means the Certificate Holder's spouse, and eligible dependent children of the Certificate Holder or the Certificate Holder's spouse.**

If any Covered Person's group coverage would otherwise end and your employer's group policy is still in effect, you and your Eligible Dependents may be eligible for continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). COBRA is a federal law that allows Covered Persons to continue medical and dental coverage under specified circumstances where such group coverage would otherwise be lost. To continue coverage, you and your Eligible Dependents must apply for continuation coverage and pay the required premium before the deadline for payment. COBRA coverage can extend for 18, 29 or 36 months, depending on the particular "qualifying event" which gave rise to COBRA. Your employer must have a certain number of employees in order to be subject to COBRA.

### **When You Are Eligible for COBRA**

If you are a Certificate Holder and active employee covered under your employer's group health plan, you have the right to choose this continuation coverage if you lose your group health coverage because of reduction in your hours of employment or termination of employment (for reasons other than gross misconduct on your part) or at the end of a leave under the Family and Medical Leave Act. If you are a covered retiree, you have the right to continuation coverage if your employer has filed for reorganization under Chapter 11 of the Bankruptcy Code.

If you are the covered spouse of a Certificate Holder (active employee or retiree for number 5 below) covered by Medical Mutual, you have the right to choose continuation coverage for yourself if you lose group health coverage under the employer's plan for any of the following five (5) reasons:

1. the death of your spouse;
2. the termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
3. divorce or legal separation from your spouse;
4. your spouse becomes entitled (that is, covered) under Medicare; or
5. your spouse is retired and your spouse's employer filed for reorganization under Chapter 11 of the Bankruptcy Code and your spouse was covered by Medical Mutual on the date before the commencement of bankruptcy proceeding and was retired from the group.

In the case of an Eligible Dependent of a Certificate Holder, (active employee or retiree for number six (6) below) covered by Medical Mutual, he or she has the right to continuation coverage if group health coverage under the employer's plan is lost for any of the following six (6) reasons:

1. the death of the Certificate Holder;
2. the termination of the Certificate holder's employment (for reasons other than gross misconduct) or reduction in the Certificate Holder's hours of employment;
3. Certificate Holder's divorce or legal separation;
4. the Certificate holder becomes entitled (that is, covered) under Medicare;

5. the dependent ceases to be an "Eligible Dependent"; or
6. the Certificate Holder is retired and the Certificate Holder's group files for reorganization under Chapter 11 of the Bankruptcy Code.

### **Notice Requirements**

Under COBRA, the Certificate Holder or Eligible Dependent has the responsibility to inform the group of a divorce, legal separation or a child losing dependent status under Medical Mutual within 60 days of any such event. If notice is not received within that 60-day period, the dependent will not be entitled to choose continuation coverage. When the group is notified that one of these events has happened, the group will, in turn, have 14 days to notify the affected family members of their right to choose continuation coverage. Under COBRA, you have 60 days from the date coverage would be lost because of one of the events described above or the date of receipt of notice, if later, to inform your group of your election of continuation coverage.

If you do not choose continuation coverage within the 60-day election period, your group health coverage will end as of the date of the qualifying event.

If you do choose continuation coverage, your group is required to provide coverage that is identical to the coverage provided by the group to similarly situated active employees and dependents. This means that if the coverage for similarly situated Covered Persons is modified, your coverage will be modified.

### **How Long COBRA Coverage Will Continue**

COBRA requires that you be offered the opportunity to maintain continuation coverage for 18 months if you lost coverage under the group due to the Certificate Holder's termination (for reasons other than gross misconduct) or reduction in work hours. A Certificate Holder's covered spouse and/or Eligible Dependents are required to be offered the opportunity to maintain continuation coverage for 36 months if coverage is lost under the group because of an event other than the Certificate Holder's termination or reduction in work hours.

If, during an 18-month period of coverage continuation, another event takes place that would also entitle a qualified beneficiary (other than the Certificate Holder) to his own continuation coverage (for example, the former Certificate Holder dies, is divorced or legally separated, becomes entitled to Medicare or the dependent ceased to be an Eligible Dependent under the Group Contract) the continuation coverage may be extended for the affected qualified beneficiary. However, in no case will any period of continuation coverage be more than 36 months.

If you are a former employee and you have a newborn or adopted child while you are on COBRA continuation and you enroll the new child for coverage, the new child will be considered a "qualified beneficiary". This gives the child additional rights such as the right to continue COBRA benefits even if you die during the COBRA period. Also, this gives the right to an additional 18-month coverage if a second qualifying event occurs during the initial 18-month COBRA period following your termination or retirement. If you are entitled to 18 months of continuation coverage and if the Social Security Administration determines that you were disabled within the 60 days of the qualifying event, you are eligible for an additional 11 months of continuation coverage after the expiration of the 18-month period. To qualify for this additional period of coverage, you must notify the group within 60 days after becoming eligible for COBRA or receiving a disability determination from the Social Security Administration, whichever is later. Such notice must be given before the end of the initial 18 months of continuation coverage. If the individual entitled to the disability extension has non-disabled family members who are qualified beneficiaries and have COBRA coverage, those non-disabled beneficiaries will also be entitled to this 11-month disability extension. During the additional 11 months of continuation coverage, the premium for that coverage may be no more than 150% of the coverage cost during the preceding 18 months provided to similarly situated active employees.

The law also provides that your continuation coverage may be terminated for any of the following four (4) reasons:

1. your group no longer provides group health coverage to any of its employees;
2. the premium for your continuation coverage is not paid in a timely fashion;
3. you first become, after the date of election, covered under another group health plan (unless that other Plan contains an exclusion or limitation with respect to any preexisting Condition affecting you or a covered dependent); or
4. you first become, after the date of election, entitled (that is covered) under Medicare.

### **Additional Information**

An Eligible Dependent who is a qualified beneficiary is entitled to elect continuation of coverage even if the Certificate Holder does not make that election. At subsequent open enrollments, an Eligible Dependent may elect a different coverage from the coverage the Certificate Holder elects.

You do not have to provide proof of insurability to obtain continuation coverage. However, under COBRA, you will have to pay all of the premium (both employer and employee portion) for your continuation coverage, plus a 2% administrative fee. You will have an initial grace period of 45 days (starting with the date you choose continuation coverage) to pay any premiums then due; after that initial 45-day grace period, you will have a grace period of 30 days to pay any subsequent premiums. (During the last 180 days of your continuation coverage period, you must be allowed to enroll in an individual conversion health plan if one is provided by the group. However, conversion coverage is not available if the group contract terminates or the group goes out of business. Call the group during your last 180 days of COBRA for information on conversion).

It is your group's responsibility to advise you of your COBRA rights and to provide you with the required documents to complete upon the qualifying event.

### **State Continuation Provisions**

If the Certificate Holder's coverage stops due to an involuntary termination of employment, and the termination of employment is not a result of any gross misconduct on the part of the Certificate Holder, the Certificate Holder may be eligible to continue group coverage. The Certificate Holder is eligible for continuation of group benefits when at the time of termination the Certificate Holder meets all of the following criteria:

- continuously covered by the Group Contract or a similar contract for the three month period immediately prior to termination of employment;
- not eligible for nor covered by Medicare; and
- not eligible for any other group medical coverage.

If the Certificate Holder is eligible for continuation of group benefits, coverage for the Certificate Holder and his/her Eligible Dependents may continue for up to 12 months following termination of employment. This continuation of coverage applies only to health coverage and is contingent upon the Certificate Holder's payment of the required premium.

### **Continuation of Coverage During Military Service**

If your coverage would otherwise terminate due to a call to active duty from reserve status, you are entitled to continue coverage for yourself and your Eligible Dependents. Your group shall notify you of your right to continue coverage at the time you notify the group of your call to active duty. You must file a written election of continuation with the group and pay the first contribution for continued coverage no later than 31 days after the date on which your coverage would otherwise terminate. Continuation coverage will end on the earliest of the following dates:

- the date you return to reserve status from active military duty;
- 24 months from the date continuation began (or 36 months if any of the following occurs during this 24-month period: death of the reservist; divorce or separation of a reservist from the reservist's spouse; or a child ceasing to be an Eligible Dependent);
- the date coverage terminates under the Certificate for failure to make timely payment of a required contribution;
- the date the entire Certificate ends; or
- the date the coverage would otherwise terminate under the Certificate.

### **Benefits After Termination of Coverage**

If you are an Inpatient of a Hospital or Skilled Nursing Facility on the day your coverage stops, only the benefits listed in the **Inpatient Hospital Services** section under **bed, board and general nursing services** and **ancillary services** will continue. These benefits will end when any of the following occurs:

- Medical Mutual provides your maximum benefits;
- you leave the Hospital or Skilled Nursing Facility;
- the Benefit Period in which your coverage stopped, comes to an end; or
- you have other healthcare coverage.

This provision applies only to the Covered Services specifically listed in these two subnamed sections. No other services will be provided once your coverage stops.

### **Rescission of Coverage**

A rescission of your coverage means that the coverage may be legally voided all the way back to the day the plan began to provide you with coverage, just as if you never had coverage under the plan. Your coverage can only be rescinded if

you (or a person seeking coverage on your behalf), performs an act, practice, or omission that constitutes fraud; or unless you (or a person seeking coverage on your behalf) makes an intentional misrepresentation of material fact, as prohibited by the terms of your plan. Your coverage can also be rescinded due to such an act, practice, omission or intentional misrepresentation by your employer.

You will be provided with thirty (30) calendar days' advance notice before your coverage is rescinded. You have the right to request an internal appeal of a rescission of your coverage. Once the internal appeal process is exhausted, you have the additional right to request an independent external review.

### **Conversion Privilege**

**Note: Domestic Partners and dependents of Domestic Partners are not eligible for coverage under Medical Mutual's conversion policy. In this section Eligible Dependents means the Certificate Holder's spouse, and eligible dependent children of the Certificate Holder or the Certificate Holder's spouse.**

If your Group's Contract is in effect but you are no longer eligible for coverage, you may be eligible for coverage under Medical Mutual's conversion policy if any of the following events occur:

- the Certificate Holder is no longer employed;
- the Certificate Holder dies;
- an Eligible Dependent child marries, attains the dependent age limit, is no longer a student or is no longer dependent upon the Certificate Holder or spouse;
- The Certificate Holder and spouse are divorced or have the marriage annulled or dissolved;
- the maximum time allowed for continuation coverage under COBRA or other state or federal laws has been reached.

In addition, you need to be advised of what qualifies you to meet the requirements of a Federally Eligible Individual. Please refer to the definition of a Federally Eligible Individual found in the Definitions section at the beginning of this Certificate. Special non-group plans required by state law are available to Federally Eligible Individuals.

The conversion coverage may be different from the coverage provided under this Contract or your continuation coverage under COBRA or other state or federal laws. You must apply, in writing, to Medical Mutual for this conversion coverage no later than 31 days after your coverage under this Contract stops. No evidence of insurability will be required to obtain a conversion policy.

You must pay for conversion coverage from the date you stop being a Covered Person under this Contract. If you pay from that date, your coverage under the conversion policy will start on the date the coverage under this Contract stops.

Conversion is not permitted in the following situations:

- your Group has cancelled Medical Mutual coverage;
- your Group has been terminated for non-compliance with underwriting regulations or non-payment of premium;
- you are being removed from the Group's coverage because you were not eligible to be enrolled in the Group's program; or
- Medical Mutual has declined to renew your Group on its anniversary date.

