# IP MARKET HMO 6500 NATIVE AMERICAN NE OHIO (SILVER)

**Group Number**

# HMO Network Medical Health Care Policy

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.

# HEALTH CARE POLICY

This Policy describes your health care benefits. We will refer to the Policyholder and all Eligible Dependents as Covered Persons.

If you are a minor and this Policy is being issued as a child-only Policy, you are the Covered Person. "You" or "your" may also refer to your parent, guardian or authorized representative.

**THIS HMO PLAN SERVES COVERED PERSONS WHO RESIDE IN THE SERVICE AREA SHOWN ON THE SCHEDULE OF BENEFITS. YOU MUST UTILIZE HMO NETWORK PROVIDERS TO RECEIVE BENEFITS UNDER THIS PLAN. THERE IS NO COVERAGE UNDER THIS PLAN FOR NON-HMO NETWORK PROVIDERS, EXCEPT FOR AN EMERGENCY MEDICAL CONDITION OR FOR A COVERED SERVICE UNAVAILABLE FROM AN HMO NETWORK PROVIDER FOR WHICH YOU OBTAIN ADVANCE APPROVAL FROM MEDICAL MUTUAL TO RECEIVE.**

**A LIST OF HMO NETWORK PROVIDERS CAN BE FOUND AT OUR WEBSITE AT MEDMUTUAL.COM OR BY CALLING A CUSTOMER SERVICE REPRESENTATIVE AT THE PHONE NUMBER SHOWN ON YOUR I.D. CARD.**

Please note that you must pay your premium for this policy. Medical Health Insuring Corporation of Ohio (Medical Mutual) does not accept premium payment from any other entity on your behalf, except for Ryan White, Indian tribes and local, state and federal government programs, as required by 45 CFR 156.1250, or as Medical Mutual may specifically agree in writing, provided such payments are otherwise compliant with notice issued by the Department of Health and Human Services (HHS) on February 7, 2014, and other applicable HHS guidance subsequently issued.

This plan is operated by Medical Health Insuring Corporation of Ohio (Medical Mutual) under the authority granted to it by the Ohio Superintendent of Insurance to establish and operate a health insuring corporation in compliance with Chapter 1751 of the Ohio Revised Code.

Medical Mutual has the right to interpret and apply the terms of this Policy. 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.

**Examination Right**

This Policy can be canceled by returning it by mail or in person, within 10 days of having it in your possession, to the address shown below. Any paid premium will be fully refunded.

Medical Health Insuring Corporation of Ohio (Medical Mutual)
3737 Sylvania Avenue
Toledo, Ohio 43623

**If you have questions about this coverage or how to obtain Covered Services, please call 1-800-700-2583.**

**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 Health Insuring Corporation of Ohio (Medical Mutual)**

**This Policy is not a Medicare Supplement Policy. If you are eligible for Medicare, review the "Guide to Health Insurance for People with Medicare" available from Medical Mutual.**

# TABLE OF CONTENTS


**HEALTH CARE POLICY**....2

**SCHEDULE OF BENEFITS**....5

**HOW TO USE YOUR POLICY**....12

**DEFINITIONS**....13

**ELIGIBILITY**....21

**HEALTH CARE BENEFITS**....23
- Allergy Tests and Treatments....23
- Ambulance Services....23
- Case Management....24
- Clinical Trial Programs....24
- Dental Services for Certain Medical Conditions....25
- Diagnostic Services....26
- Drug Abuse and Alcoholism Services....27
- Drugs and Biologicals....27
- Emergency Services....28
- Home Health Care Services....28
- Home Infusion Therapy Services....29
- Hospice Services....29
- Infertility Services....30
- Inpatient Health Education Services....30
- Inpatient Hospital Services....30
- Maternity Services, including Notice required by the Newborns' and Mothers' Protection Act....31
- Medical Care Services....32
- Medical Supplies and Durable Medical Equipment....33
- Mental Health Care Services....35
- Organ and Tissue Transplant Services....35
- Other Outpatient Services....37
- Outpatient Institutional Services....37
- Outpatient Rehabilitative and Habilitative Services....37
- Pediatric Vision Services....38
- Physical Medicine and Rehabilitation Services....39
- Prescription Drug Benefits....39
- Preventive and Wellness Services....44
- Private Duty Nursing Services in conjunction with Home Health Care....46
- Skilled Nursing Facility Services....46
- Surgical Services....46
- Temporomandibular Joint Syndrome Services....47
- Urgent Care Services....47

**EXCLUSIONS**....48

**GENERAL PROVISIONS**....51
- How to Apply for Benefits....51
- How Claims are Paid....51
- Filing a Complaint....55
- Benefit Determination for Claims (Internal Claims Procedure)....55
- Filing an Internal Appeal and External Review....58
- Claim Review....65
- Legal Actions....65
- Coordination of Benefits....65
- Subrogation and Right of Reimbursement....69
- Termination of Coverage....70
- Benefits After Termination of Coverage....71
- Premiums....71

Entire Contract, Changes in Coverage and Obligation to Notify....72
Time Limit on Certain Defenses....72
Change of Beneficiary....72
Cancellation....73
Notice....73

**DOMESTIC PARTNER RIDER**....75
DEFINITIONS....75
ELIGIBILITY....75
GENERAL PROVISIONS....76

# SCHEDULE OF BENEFITS

**To receive benefits, Covered Services must be provided by NE Ohio HMO Network Providers, referred to throughout this Policy as "HMO Network Providers," except for an Emergency Medical Condition. Additional information regarding Covered Services can be found in the "Health Care Benefits" section of this Policy.**

**This HMO Plan services Covered Persons who reside in the counties of Ashland, Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Stark, Summit and Wayne in the State of Ohio. This is known as the "Service Area." Refer to the Eligibility section of this Policy for additional information.**

**Remember, in an Emergency, always go to the nearest appropriate medical facility; we encourage you to notify your Primary Care Physician, if applicable, as soon as medically possible. Your benefits will not be reduced if you go to a Non-HMO Network Provider in an Emergency.**

| BENEFIT PERIOD AND DEPENDENT AGE LIMIT | |
|---|---|
| Benefit Period | Calendar year |
| Dependent Child Age Limit | 26; coverage terminates at the end of the calendar year in which the child turns 26.<br>Refer to the "Eligibility" and "Termination of Coverage" provisions for details. |

| COMPREHENSIVE MAJOR MEDICAL BENEFIT | |
|---|---|
| **Deductible per Benefit Period** | |
| If you have single coverage: | $0 |
| If you have family coverage: | $0 |
| **Out-of-Pocket Maximum per Benefit Period**<br>(Includes Deductibles, Copayments, and Coinsurance) | |
| If you have single coverage: | $0 |
| If you have family coverage: | $0 |

**After the applicable Out-of-Pocket Maximum shown above has been met, you are no longer responsible for paying any further Copayments, Deductibles or Coinsurance for Covered Charges Incurred during the balance of the Benefit Period.**

| COMPREHENSIVE MAJOR MEDICAL BENEFIT MAXIMUMS PER COVERED PERSON | |
|---|---|
| (per Benefit Period unless otherwise shown) | |
| Chiropractic/Spinal Manipulation Visits | 12 visits |
| Habilitative Services, including, but not limited to, services for Autism Spectrum Disorder for children under age 21:<br>• Clinical Therapeutic Intervention<br>• Occupational Therapy<br>• Speech and Language Therapy | <br>20 hours per week<br>20 visits<br>20 visits |
| Home Health Care Services | 100 visits |
| Mastectomy Bras | Four bras |
| Outpatient Cardiac Rehabilitation Services | 36 visits |
| Outpatient Occupational and Physical Therapy Services | 40 visits (combined) |
| Outpatient Pulmonary Therapy Services | 20 visits |
| Outpatient Speech Therapy Services | 20 visits |
| Physical Medicine and Rehabilitation | 60 days |
| Private Duty Nursing Services | 90 days |
| Routine Mammogram Services | One mammogram |
| Routine Pap Tests | One test |
| Skilled Nursing Facility Services | 90 days |
| Wigs following cancer treatment | One wig |

| **MAXIMUM BENEFIT PAYABLE FOR TRANSPLANT RELATED SERVICES (travel related expenses, donor search)** | |
|---|---|
| For travel, meals, lodging and transportation related to the Covered Person's transplant | Up to $10,000 per transplant |
| For unrelated donor search for bone marrow/stem cell transplants related to the Covered Person's transplant | Up to $30,000 per transplant |

| COINSURANCE AND COPAYMENTS FOR INSTITUTIONAL AND PROFESSIONAL CHARGES | |
|---|---|
| **TYPE OF SERVICE** | **For Covered Services received from a Network Provider, You pay the following portion, based on the Allowed Amount** |
| **IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.** | |
| **EMERGENCY SERVICES (Benefits provided for Emergency Medical Conditions are the same for HMO Network and Non-HMO Network Providers)** | |
| The Institutional charge for use of the Emergency Room in an Emergency | 0% |
| All other related Institutional charges and Emergency Room Physician's charges in an Emergency | 0% |
| Ancillary services, such as Laboratory, X-rays and Medical Testing, needed to evaluate an Emergency Medical Condition | 0% |
| **INPATIENT SERVICES** | |
| Semi-Private Room and Board | 0% |
| Physical Medicine and Rehabilitation | 0% |
| Maternity | 0% |
| Skilled Nursing Facility | 0% |
| **MENTAL HEALTH CARE, DRUG ABUSE AND ALCOHOLISM SERVICES** | |
| Mental Health Care, Drug Abuse and Alcoholism Services | Any applicable Deductible, Out-of-Pocket Maximum 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). |
| **OUTPATIENT REHABILITATIVE AND HABILITATIVE SERVICES** | |
| Cardiac Rehabilitation Services | 0% |
| Chiropractic Services | 0% |
| Occupational and Physical Therapy Services | 0% |
| Respiratory/Pulmonary Therapy Services | 0% |
| Speech Therapy Services | 0% |
| **PHYSICIAN/OFFICE SERVICES (includes Mental Health and Substance Abuse disorders)** | |
| Medically Necessary Office Visits (1) | 0% |
| Medically Necessary Office Visits in a Specialist's Office | 0% |
| Urgent Care Office Visits | 0% |
| **PREVENTIVE AND WELLNESS SERVICES** | |
| Preventive Service benefits are provided in accordance with state and federal law. Refer to the "Preventive and Wellness Services" health care benefit for details. (2) | 0% |
| Laboratory, X-ray and Medical Testing Services | 0% |
| Prostate Specific Antigen (PSA) Tests | 0% |
| **SURGICAL SERVICES** | |
| Inpatient and Outpatient Surgery | 0% |

| COINSURANCE AND COPAYMENTS FOR INSTITUTIONAL AND PROFESSIONAL CHARGES | |
|---|---|
| **TYPE OF SERVICE** | **For Covered Services received from a Network Provider, You pay the following portion, based on the Allowed Amount** |
| **IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.** | |
| Medically Necessary Endoscopic Procedures (i.e, Colonoscopy, Sigmoidoscopy, etc.) | 0% |
| **OTHER SERVICES** | |
| Allergy Tests and Treatment | 0% |
| Ambulance Services | 0% |
| Home Health Care Services | 0% |
| Hospice Services | 0% |
| Medical Supplies and Durable Medical Equipment (DME) | 0% |
| Organ Transplant Services | 0% |
| Outpatient Medically Necessary Laboratory, X-ray and Medical Testing Services | 0% |
| All Other Covered Services | 0% |

**Comprehensive Major Medical Notes:**

1. Includes Office Visits to a Psychiatrist or Psychologist, Licensed Independent Social Worker, Licensed Professional Clinical Counselor, and Licensed Marriage-Family Therapist.
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.

## PRESCRIPTION DRUG BENEFIT

**To receive benefits, Prescription Drug Covered Services must be provided by Network Pharmacies or Contracting Home Delivery Pharmacies.**

**This plan uses a Prescription Drug Formulary. Prescription Drugs not listed on the Formulary are generally not covered. See the Prescription Drug Services benefit description for more information.**

**Prescription Drug Covered Services are subject to any Comprehensive Major Medical Out-of-Pocket Maximum shown in the Comprehensive Major Medical Schedule of Benefits.**

**Specialty Prescription Drugs** are covered under this benefit when obtained through Medical Mutual's Contracting Specialty Pharmacy(ies) and are limited to a maximum of a thirty (30) day supply. Specialty Prescription Drugs require prior approval from Medical Mutual.

| **RETAIL PHARMACY BENEFIT - UP TO A 30 DAY SUPPLY (1)** | |
|---|---|
| **TYPE OF SERVICE** | **For Covered Services received from a Network Pharmacy, you pay the following portion, based on the Allowed Amount** |
| Generic Prescription Drugs | 0% |
| Preferred Brand Name Prescription Drugs | 0% |
| Non-Preferred Brand Name Prescription Drugs | 0% |
| Prescribed Generic Prescription Drug Contraceptives or Brand Name Prescription Drug Contraceptives when an equivalent Generic Prescription Drug Contraceptive is not available | 0% |
| Preventive Prescription Drugs and Vaccines in accordance with state and federal law. | 0% |

| **CONTRACTING HOME DELIVERY PHARMACY BENEFIT - 90 DAYS SUPPLY (1)** | |
|---|---|
| **TYPE OF SERVICE** | **For Covered Services received from a CONTRACTING Home Delivery Pharmacy, you pay the following portion, based on the Allowed Amount** |
| Generic Prescription Drugs | 0% |
| Preferred Brand Name Prescription Drugs | 0% |
| Non-Preferred Brand Name Prescription Drugs | 0% |
| Prescribed Generic Prescription Drug Contraceptives or Brand Name Prescription Drug Contraceptives when an equivalent Generic Prescription Drug Contraceptive is not available | 0% |
| Preventive Prescription Drugs and Vaccines in accordance with state and federal law. | 0% |

**Coverage is provided for Contracting Home Delivery Pharmacies only. Services received from any Non-Contracting Home Delivery Pharmacy are excluded.**

| SPECIALTY DRUG PHARMACY BENEFIT - UP TO A 30 DAY SUPPLY [1] | |
|---|---|
| **TYPE OF SERVICE** | **For Covered Services received from a CONTRACTING Specialty Drug Pharmacy, you pay the following portion, based on the Allowed Amount** |
| Specialty Prescription Drugs | 0% |

**Coverage is provided for Contracting Specialty Drug Pharmacies only. Expenses for services received from a Non-Contracting Specialty Drug Pharmacy are excluded from coverage.**

**Prescription Drug Notes:**

1. This plan does not provide coverage or impose cost sharing for a prescribed, orally administered cancer medication on a less favorable basis than the coverage it provides or cost sharing it imposes for intravenously administered or injected cancer medications.

## PEDIATRIC VISION BENEFIT

**Subject to all other terms and conditions of this Policy, this benefit will terminate at the end of the month following the Covered Person's nineteenth (19th) birthday.**

**Covered Services must be provided by a HMO Network Provider.**

IMPORTANT: If you opt to receive vision care services or vision care materials that are not covered benefits under this plan, a participating vision care provider may charge you his or her normal fee for such services or materials. Prior to providing you with vision care services or vision care materials that are not covered benefits, the vision care provider will provide you with an estimated cost for each service or material upon your request.

Please be sure to review the "Pediatric Vision Services" section of this document for a description of the vision care services and materials that are Covered Services under this plan. You are responsible for any non-Covered Services you elect to receive.

| BENEFIT MAXIMUMS PER COVERED PERSON | |
|---|---|
| Frames | One Frame per Benefit Period |
| Lenses (1) | One pair per Benefit Period |
| Contact Lenses (1) | One pair per Benefit Period |

| COINSURANCE AND COPAYMENTS | |
|---|---|
| **Type of Service** | **You Pay the Following Portion Based on the Allowed Amount For Network Providers** |
| Vision Spectacle or Contact Lens Examinations | 0% |
| Lenses (2) | 0% |
| Frames | 0% |
| Contact Lenses | 0% |
| Disposable Contact Lenses | 0% |
| Medically Necessary Contact Lenses | 0% |
| Low Vision Services | 0% |

**Vision Notes**

1. Benefits available for Lenses may be used for Contact Lenses in lieu of Lenses.
2. Optional Lenses and Treatments include:
    - Ultraviolet protective coating
    - Polycarbonate lenses
    - Blended segment lenses
    - Intermediate vision lenses
    - Standard and premium progressive lenses
    - Photochromic glass lenses
    - Plastic photosensitive lenses
    - Polarized lenses
    - Standard, premium and ultra anti-reflective (AR) coating
    - Hi-Index lenses

# HOW TO USE YOUR POLICY

This Policy 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 the amounts that you must pay.

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 Policy.

The **Eligibility** section outlines how and when you and your dependents become eligible for coverage under the Group 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. **You cannot, except as stated in this Policy, receive benefits without utilizing a HMO Network Provider.** However, Preauthorization of a treatment, or course of treatments, does not imply an approval for payment of benefits for treatment(s) in excess of your level of benefits.

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 receive benefits. It explains how Coordination of Benefits and Subrogation work. It also explains when your benefits may change, how and when your coverage stops and when your premium is due.

For further information about this coverage, including how health care services can be obtained, contact our customer service representatives at the toll-free telephone number shown on your identification card.

# 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 -** The Allowed Amount, including for Pharmacies, is the lesser of the applicable Negotiated Amount or the Covered Charge.

**Annual Premium -** the total payment for 12 months of coverage.

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

**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.

**Basic Health Care Services -** according to Chapter 1751.01 of the Ohio Revised Code, the following Covered Services are considered Basic Health Care Services:

- Physician's services
- Inpatient Hospital services
- Outpatient medical services
- Emergency health services
- Urgent Care services
- Diagnostic laboratory services
- Diagnostic and therapeutic radiologic services
- Diagnostic and treatment services for Mental Illness, other than Prescription Drug Services
- Preventive health services, including, but not limited to:
    - Voluntary family planning services
    - Infertility services
    - Periodic physical examinations
    - Pre-natal obstetrical care
    - Well child care
- Routine patient care for patients enrolled in an eligible cancer clinical trial pursuant to section 3923.80 of the Revised Code. "Basic health care services" does not include experimental or investigational procedures.

**Benefit Period -** the period of time specified in the Schedule of Benefits during which Covered Services are rendered, and benefit maximums, Deductibles, and Out-of-Pocket Maximums 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.

**Biosimilar Prescription Drug -** a Prescription Drug that:

- is highly similar to a Food and Drug Administration (FDA) approved Specialty Prescription Drug but may have minor differences that are not medically meaningful;
- may or may not be interchangeable with the Specialty Prescription Drug to which it is comparable; and
- may sometimes be considered a Generic equivalent of the Specialty Prescription Drug to which it is comparable.

**Brand Name Prescription Drug -** a Prescription Drug that is included in Medical Mutual's Formulary and is classified as "Brand Name."

**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 the Allowed Amount for which you are responsible after you have met your Deductible or paid your Copayment, if applicable.

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

**Contact Lenses -** corrective Lenses, ground or molded, as prescribed by a Physician or Optometrist to be directly fitted to your eye.

**Contraceptives -** FDA-approved methods of birth control, including, but not limited to, barrier methods, hormonal methods and implanted devices.

**Contract -** the agreement between the Medical Mutual and you, referred to as the Contract. The Contract includes the Application, this Policy, Schedule of Benefits and any Riders or amendments.

**Contracting Home Delivery Pharmacy -** a Pharmacy which dispenses Prescription Drugs through the mail and which has a contractual obligation with Medical Mutual to provide services.

**Contracting Specialty Pharmacy -** a Pharmacy which dispenses Specialty Prescription Drugs and which has a contractual obligation with Medical Mutual to provide services.

**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 received from a Medical Mutual HMO Network Provider.

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

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

**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.

**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.

**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, including any trauma and burn center of 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 Allowed Amount.

**Exchange Marketplace -** a marketplace that allows individuals and small businesses to shop for coverage in a way that permits comparison of available plan options and to find out if they are eligible for tax credits and/or cost-sharing reductions.

**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.

**Formulary -** a list of Generic Prescription Drugs, Brand Name Prescription Drugs and over-the-counter drugs that are covered under this plan.

**Frame -** standard eyeglasses excluding the Lenses.

**Generic Prescription Drug -** a Prescription Drug that is produced by more than one manufacturer. It is chemically the same as and usually costs less than the Brand Name Prescription Drug for which it is being substituted and will produce comparable effective clinical results.

**HMO Network Provider -** a Provider that is included in a limited panel of Providers as designated by Medical Mutual. This limited panel of Providers is otherwise known as a health maintenance organization (HMO) or, under Ohio law, as a health insuring corporation (HIC). Providers in this HMO Network have an agreement with Medical Mutual about payment for Covered Services.

**Home Delivery Prescription Drug -** a Prescription Drug which can be provided by a Home Delivery Pharmacy.

**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 Policyholder and the Policyholder's spouse, parents, stepparents, grandparents, nieces, nephews, aunts, uncles, first 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.

**Lenses -** glass or plastic single vision, bifocal, trifocal or lenticular corrective materials which are ground as prescribed by a licensed Provider and include fashion and gradient tinting, ultraviolet protective coating, oversized and glass-gray #3 prescription sunglass lenses.

**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.

**Minimum Essential Coverage -** the type of coverage an individual needs to have to meet the individual responsibility requirement under the Affordable Care Act. This includes individual market policies, job-based coverage, Medicare, Medicaid, CHIP, TRICARE and certain other coverage.

**Negotiated Amount -** the amount the Provider or Pharmacy 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 Pharmacy rebates that Medical Mutual may receive from its Pharmacy benefit manager or payments resulting from 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.

**Network Pharmacy -** a Pharmacy who has a network agreement to provide Prescription Drug services.

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

**Non-HMO Network Provider -** a Provider that does not meet the definition of a HMO Network Provider.

**Non-Preferred Brand Name Prescription Drug -** a Brand Name Prescription Drug that is included in Medical Mutual's Formulary and is classified as "Non-Preferred."

**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 set forth in the appropriate Chapter 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 Policy. 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 patients with a reduced life expectancy due to advanced illness as specified in the Hospice Services section of this Policy.
- **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 -** the following persons or entities which are licensed as required:

- advanced nurse practitioner (A.N.P.);
- ambulance services;
- certified dietician;
- certified nurse-midwife;
- 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);
- occupational therapist;
- ophthalmologist;
- optometrist;
- osteopath;
- Pharmacy;
- physical therapist;
- physician assistant;
- podiatrist;
- Psychologist;
- registered nurse (R.N.);
- registered nurse anesthetist; and
- Urgent Care Provider.

Covered Services provided by Providers not listed here will also be considered for reimbursement if the Provider is acting within the scope of his or her license or certification under state law.

**Out-of-Pocket Maximum -** a specified dollar amount of Deductible, Coinsurance and Copayment expense 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.

**Policy -** this document.

**Policyholder -** an eligible person who has enrolled for coverage under the terms and conditions of this Policy and whose name appears on the identification card.

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

**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. Payment of benefits is still subject to all other terms and conditions of the plan.

**Preferred Brand Name Prescription Drug -** A Brand Name Prescription Drug that is included in Medical Mutual's Formulary and is classified as "Preferred."

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

**Prescription Drug Order -** the request for medication by a Physician or Other Professional Provider who is licensed by his or her state to make such a request in the ordinary course of professional practice.

**Primary Care Physician -** a Physician or group of Physicians, advanced nurse practitioners trained in family or general practice, geriatrics, internal medicine, obstetrics/gynecology or neonatology/pediatric medicine who has a contractual obligation with Medical Mutual to provide the primary care services of this plan and who may request Medical Mutual to authorize Covered Services from Non-HMO Network Providers.

**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.

**Service Area -** Certain counties within the State of Ohio, as described in the Schedule of Benefits.

**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.

**Specialty Prescription Drugs -** Prescription Drugs that:

- Are approved only to treat limited patient populations, indications or Conditions; and
- Are normally, but not always, injected, infused or require close monitoring by a Physician or clinically trained individual and meet one of the following:
    - the FDA has restricted distribution of the drug to certain facilities or Providers; or
    - require special handling, Provider coordination or patient education that cannot be met by a retail Pharmacy.

**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.

**Substance Abuse -** Alcoholism and/or Drug Abuse.

**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 which:

- 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 Policy.

**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

**Eligibility Requirements**

In order to be eligible for this coverage, you must: 1) not be eligible to elect or purchase Medicare; and 2) you must maintain your primary legal residence in the Service Area and live there for at least six (6) months of each year. However, please bear in mind that services from Non-HMO Network Providers are covered only for Emergency Medical Conditions, or if you have received prior approval from Medical Mutual to obtain a Covered Service unavailable from an HMO Network Provider.

Prior to receiving this Policy, you applied for individual coverage or family coverage. Under individual coverage, only the Policyholder is covered. Under family coverage, the Policyholder and the Eligible Dependents who have been enrolled are covered.

You may be required to state your choice of a Primary Care Physician for yourself and each of the Eligible Dependents listed on your Application when you enroll. You may change your Primary Care Physician at any time. Changes may be made by calling Customer Service, leaving a telephone message on the Customer Service lines, submitting a change via Medical Mutual's web site or mailing the request to Medical Mutual.

We will void this Policy if you, relative to your Application, intentionally misrepresent a material fact or commit fraud.

**Eligible Dependents**

- the Policyholder's spouse, provided you are not legally separated;
- the Policyholder's or spouse's:
  - natural children;
  - children placed for adoption and legally adopted children;
  - children for whom either the Policyholder or Policyholder's spouse is the Legal Guardian or permanent Custodian; or
  - any children who, by court order, must be provided health care coverage by the Policyholder or Policyholder's spouse.
- stepchildren, provided the natural parent remains married to the Policyholder and resides in the household.

To be considered Eligible Dependents, children's ages must fall within the age limit specified in the Schedule of Benefits.

Eligibility will continue past the age limit for dependent children who are unmarried and primarily dependent upon the Policyholder for support due to a physical handicap or intellectual disability 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.

Coverage will be provided for dependent children living outside Medical Mutual's approved Service Area, if a court order requires the Policyholder to provide health care coverage to his or her dependent children.

**Effective Date**

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

**Open Enrollment**

The open enrollment period begins November 1 and extends through December 15.

During the open enrollment period, the Policyholder may request to add new Eligible Dependents or to request a different plan available at that time in the individual market.

An Indian, as defined by the Indian Health Care Improvement Act, may enroll in or change from one plan to another on the Exchange Marketplace no more than once per month.

Your effective date will be determined as defined by federal regulations.

**Changes in Coverage**

You may change to individual coverage if you no longer have any Eligible Dependents. You must notify us when a Covered Person under your Policy becomes eligible for Medicare.

A newborn child will be covered for 31 days from the date of birth without premium payment. If additional premium is required to provide coverage beyond 31 days from the newborn's date of birth, the request to cover the newborn must be received by Medical Mutual within 31 days from the date of birth, and payment of the required premium must be paid when due. Adopted children and children placed for adoption, regardless of whether the adoption has become final, will be covered on the same basis as any other dependent children. Coverage will continue for a child placed for adoption, unless the placement is disrupted prior to legal adoption, and the child is removed from placement.

**Your Identification Card**

You will receive identification cards. These cards contain the Policyholder's name, Policy number and a toll-free telephone number that provides you with access to health care and information as to how health care may be obtained, 24 hours per day, 7 days per week. Another telephone number on your card is a toll-free Customer Service number which, during normal business hours, provides you with access to information on the coverage available to you under your health plan and information on Medical Mutual's internal and external review processes. The identification card should be presented when receiving Covered Services under this coverage because it contains information you or your Provider will need when 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. After coverage ends, use of the identification card is not permitted and may subject you to legal action.

# HEALTH CARE BENEFITS

**THIS HMO PLAN SERVES COVERED PERSONS WHO RESIDE IN THE SERVICE AREA SHOWN ON THE SCHEDULE OF BENEFITS.**

**YOU MUST UTILIZE HMO NETWORK PROVIDERS TO RECEIVE BENEFITS UNDER THIS PLAN. THERE IS NO COVERAGE UNDER THIS PLAN FOR NON-HMO NETWORK PROVIDERS, EXCEPT FOR AN EMERGENCY MEDICAL CONDITION OR FOR A COVERED SERVICE UNAVAILABLE FROM AN HMO NETWORK PROVIDER FOR WHICH YOU OBTAIN ADVANCE APPROVAL FROM MEDICAL MUTUAL TO RECEIVE.**

Medical Mutual will furnish you with a list of HMO Network Providers upon enrollment and/or request. In the event Medical Mutual's contract with a particular Primary Care Physician or Hospital ends, resulting in that Physician or Hospital becoming a Non-HMO Network Provider, Medical Mutual will notify you if either or both of the following apply:

- you received health care services from that Primary Care Physician or Hospital within the 12-month period before that Provider's contract ended;
- you selected that Provider as your Primary Care Physician within the 12-month period before that Provider's contract ended.

In the above instances, you will be notified within 30 days following the date the Provider becomes a Non-HMO Network Provider. In addition, Medical Mutual will pay, in accordance with the terms of the Group Contract, for all Covered Services provided to a Covered Person by the Primary Care Physician or Hospital between the date of the termination of the contract and 5 days after notifying you of the contract termination.

All Covered Services must be Medically Necessary, unless otherwise specified. Medical Necessity is determined by Medical Mutual.

All Covered Services are subject to the limitations and exclusions stated in this Policy and Schedule of Benefits. The amount you must pay is shown in the Schedule of Benefits.

**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

To be covered, ambulance services must be **Medically Necessary**. Transportation for conditions other than Emergency Medical Conditions via ambulance must be certified by your Primary Care Physician or HMO Network Provider. We will provide benefits for ambulance transportation by a licensed, professional ground ambulance service to the closest facility that can provide the needed services appropriate for your Condition.

Covered transportation:

- from the scene of an accident or Emergency Medical Condition to the closest facility to provide Emergency Services;

- from one Hospital to another Hospital, including when we require a Covered Person to move from a Non-HMO Network Hospital to a HMO Network Hospital;
- from a Hospital or a Skilled Nursing Facility to your home or to another facility, if an ambulance is the only safe way to transport you;
- from your home to a Hospital, if an ambulance is the only safe way to transport you;
- When during a covered Inpatient stay at a Hospital, Skilled Nursing Facility or acute rehabilitation Hospital, an ambulance is required to safely and adequately transport you to or from Inpatient or Outpatient Medically Necessary treatment.

It's important to note:

- Ambulance services are a Covered Service only when the Covered Person's Condition is such that use of any other method of transportation could endanger the Covered Person's health.
- Covered Services include treatment of a sickness or injury by medical Professionals from an ambulance service when you are not transported, if Medically Necessary.
- 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 for Conditions other than Emergency Medical Conditions via ambulance are a Covered Service only when Medically Necessary, except:
  - when a Covered Person is required by Medical Mutual to move from a Non-HMO Network Provider to a HMO Network Provider; or
  - when ordered by an employer, school, fire or public safety official, and the Covered Person is not in a position to refuse.

**Non-Covered services for ambulance include, but are not limited to, trips to a Physician's office clinic, a morgue or a funeral home. Transportation services provided by an ambulette or a wheelchair van are also 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 Policy 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 HMO 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.

"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 provided at no charge or 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 Certain Medical Conditions

**Accidental Injury**

Dental services will 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.

The above exclusion for injuries as a result of biting or chewing shall not apply if such injury was the result of domestic violence or if an underlying medical Condition caused the biting or chewing-related injuries. For example, a Covered Person with epilepsy involuntarily clamps down on his teeth and breaks one during a seizure.

The underlying Illness must cause the chewing or biting accident that results in injury to the jaws, sound natural teeth, mouth or face. If a Covered Person has an underlying Illness that causes the teeth to be more susceptible to injury, dental services related to such injury will not be covered as an injury sustained in an accident.

Coverage may be provided for dental implants only when due to trauma, accidents or as deemed Medically Necessary by Medical Mutual.

Covered Services include (must be deemed Medically Necessary):

- oral examinations;
- x-rays;

- tests and laboratory examinations;
- restorations;
- prosthetic services;
- oral surgery;
- mandibular/maxillary reconstruction; and
- anesthesia.

**Other Dental Services**

Dental x-rays, supplies and appliances and all associated expenses, including hospitalization and anesthesia, will only be covered for the following:

- transplant preparation;
- initiation of immunosuppressives; and
- direct treatment of acute traumatic injury, cancer or cleft palate.

Outpatient facility charges are covered for the removal of teeth or for other dental processes only if the patient's medical Condition or the dental procedure requires a Hospital setting to ensure the safety of the patient.

## 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. Some services may require Preauthorization. Covered diagnostic services include, but are not limited to:

- X-ray and other radiology services, including mammograms for any person diagnosed with breast disease
- Magnetic Resonance Angiography (MRA)
- Magnetic Resonance Imaging (MRI)
- CAT scans
- Laboratory and pathology services
- Cardiographic, encephalographic, and radioisotope tests
- Nuclear cardiology imaging studies
- Ultrasound services
- Allergy tests
- Electrocardiograms (EKG)
- Electromyograms (EMG) except that surface EMG's are not Covered Services
- Echocardiograms
- Bone density studies
- Positron emission tomography (PET scanning)
- Diagnostic Tests as an evaluation to determine the need for a Covered Transplant Procedure
- Echographies
- Doppler studies
- Brainstem evoked potentials (BAER)
- Somatosensory evoked potentials (SSEP)
- Visual evoked potentials (VEP)
- Nerve conduction studies
- Muscle testing
- Electrocorticograms
- Central supply (IV tubing) or Pharmacy (dye) necessary to perform tests are covered as part of the test, whether performed in a Hospital or Physician's office.

## Drug Abuse and Alcoholism Services

Benefits are provided for the treatment of Drug Abuse or Alcoholism. Covered Services include:

- Inpatient treatment, including rehabilitation and treatment in a Residential Treatment Facility;
- Outpatient treatment, including partial Hospitalization and intensive Outpatient services;
- detoxification services;
- individual and group psychotherapy;
- psychological testing; and
- 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 Policy. 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.

**Opioid-use disorders:**

If a Covered Person has been diagnosed with an opioid use disorder, our Case Management team has helpful tools that include: 1) an evidence-based comprehensive assessment; 2) care planning; 3) referrals to, and education on, community resources available, to assist with treatment options; 4) provider collaboration regarding a member's treatment plan or other available alternatives; and 5) general member education. Please call the Customer Care number shown on your identification card and ask to speak to a Behavioral Health Case Manager.

Inpatient admissions to a Hospital Provider or Residential Treatment Facility Provider must be Preauthorized. The telephone number for Preauthorization is listed on the back of your identification card. Network 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. Where Preauthorization is required for the Inpatient treatment of opioid abuse, such Preauthorization will be processed as an expedited service, pursuant to state and federal laws.

## 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.

Specialty Prescription Drugs require prior approval from Medical Mutual.

Medical Mutual, along with your Physician, will determine which setting is most appropriate for these drugs and biologicals to be administered to you.

Medical Mutual may, in its sole discretion, establish Quantity Limits and/or age limits for specific Prescription Drugs. Covered Services will be limited based upon Medical Necessity, Quantity Limits and/or age limits established by Medical Mutual or utilization guidelines. Medical Mutual may require other utilization programs, such as Step Therapy and Prior Authorization, on certain Prescription Drugs. These programs are described further below. The Medical Necessity decisions are made by going through a coverage review process.

**Step Therapy:** a program to determine whether you qualify for coverage based upon certain information, such as medical history, drug history, age and gender. This program requires that you try another drug before the target drug will be covered under this plan, unless special circumstances exist. If your Physician believes that special circumstances exist and would like to request a step therapy exemption, he or she may request a coverage review by providing Medical Mutual with supporting documentation and rationale for the request. Medical Mutual will approve or deny the request within forty-eight (48) hours for a request related to Urgent Care, or within ten (10) calendar days for all other requests. Your Provider may, on your behalf, appeal any exemption request that is denied. Medical Mutual will approve or deny the appeal within forty-eight (48) hours for an appeal related to Urgent Care, or within ten (10) calendar days for all other requests. If the appeal does not resolve the disagreement,

You, or Your authorized representative, may request an external review. Refer to the General Provision found later in this Policy entitled, "Filing an Internal Appeal and External Review" for more information. If Medical Mutual does not approve or deny an exemption request or appeal, as applicable, within the time frames noted above, that exemption request is deemed to be approved. Medical Mutual may still require that you try an alternative product that is deemed interchangeable by the FDA, before providing or renewing coverage for the Prescription Drug.

**Prior Authorization:** a program applied to certain Prescription Drugs and/or therapeutic categories to define and/or limit the conditions under which they will be covered. Prior authorization helps promote appropriate use and enforcement of medically accepted guidelines for Prescription Drug benefit coverage.

Prior Authorization is required for most Specialty Prescription Drugs and may also be required for certain other Prescription Drugs (or the prescribed quantity of a certain Prescription Drug).

**Quantity limits:** Certain Prescription Drugs are covered only up to a certain limit. Quantity Limits help promote appropriate dosing of Prescription Drugs and enforce medically accepted guidelines for Prescription Drug benefit coverage. Obtaining quantities beyond the predetermined limit requires Prior Authorization.

## Emergency Services

You are covered for the treatment of an Emergency Medical Condition on a seven-days-per-week, 24 hours per-day basis, received both inside and outside the Service Area. Coverage for an Emergency Medical Condition will be provided in accordance with the Schedule of Benefits.

In the event of an Emergency:

- call 911 or go to the nearest Hospital; and
- notify Medical Mutual, by calling Customer Care at the phone number shown on your identification card, within 24 hours, or as soon as medically possible, if the nearest Hospital is not in the HMO Network.

If, in any instance, whether inside or outside the Service Area, it is necessary for you to be admitted to a Hospital as an Inpatient, you must receive prior authorization from Medical Mutual, if medically possible. If Medical Mutual requires your transfer to a HMO Network Provider, your transportation expenses are covered in full. The sooner Medical Mutual is notified about your Condition, the sooner Medical Mutual can become involved with your care and relay vital information to the attending Physician.

Follow-up care is care received subsequent to the initial visit for an Emergency Medical Condition. **If medically possible, you must contact Medical Mutual prior to obtaining follow-up care.**

**Visits to the emergency room of a Hospital -** Refer to the Schedule of Benefits for any amounts you must pay each time you receive services at the emergency room of a Hospital. If you are admitted to a Hospital as an Inpatient, any Copayment required will be waived.

We encourage you to notify your Primary Care Physician and Medical Mutual, within 24 hours, or as soon as medically possible. These policies also apply to medical treatment received as the result of a 911 call response. If you receive treatment for an Emergency Medical Condition from a Non-HMO Network Provider, Medical Mutual will pay for Covered Services at the HMO Network Provider level of benefits. You are not required to pay for any additional amounts for Covered Services beyond any Copayments, Deductibles or Coinsurance shown on the Schedule of Benefits. Should you receive a bill or have to pay for services, please submit the bill to Medical Mutual. However, please bear in mind that services from Non-HMO Network Providers are covered only for Emergency Medical Conditions, or if you have received prior approval from Medical Mutual to obtain a Covered Service unavailable from an HMO Network Provider.

## Home Health Care Services

Covered Services received from a Hospital or a Home Health Care Agency include, but are not limited to:

- professional services of a registered or licensed practical nurse;
- diagnostic services;
- nutritional guidance;

- treatment by physical means, occupational and speech therapy;
- medical and surgical supplies;
- durable medical equipment;
- Prescription Drugs;
- 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; and
- private duty nursing 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:

- Physician charges;
- 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.

## Home Infusion Therapy Services

Benefits for home infusion therapy include a combination of nursing, Durable Medical Equipment and pharmaceutical services that are delivered and administered intravenously in the home. Home IV therapy includes, but is not limited to: injections (intra-muscular, subcutaneous, continuous subcutaneous), Total Parenteral Nutrition (TPN), enteral nutrition therapy, antibiotic therapy, pain management and chemotherapy.

## Hospice Services

Hospice services consist of health care services provided to a Covered Person who is a patient with a reduced life expectancy due to advanced illness. 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.

Covered Services include, but are not limited to, the following:

- professional services of a registered or licensed practical nurse;
- diagnostic services;
- treatment by physical means, occupational therapy, speech therapy and inhalation therapy;
- medical and surgical supplies;
- durable medical equipment;
- Prescription Drugs;
- 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; 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.**

## Infertility Services

Benefits are provided for diagnostic and exploratory procedures to determine infertility and surgical procedures to correct the medically diagnosed disease or Condition or Condition of the reproductive organs.

## Inpatient Health Education Services

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

## Inpatient Hospital Services

The course of treatment which is recommended must be authorized in advance by Medical Mutual. 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;
- 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 (for conditions other than those related to Mental Health Care, Drug Abuse and Alcoholism).**

**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. Network 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. 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 miscarriage and ordinary 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 or advanced practice registered nurse-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 certified 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.

Surrogacy: Medical Mutual will cover Maternity Services as described in this Policy for you if you are acting as a surrogate. However, to the extent that you receive any compensation or payment from any third party, even if the compensation or payment is designated for services other than medical expenses, Medical Mutual has a right to subrogate against that compensation to the extent that it pays maternity claims under this Policy. You are obligated to notify Medical Mutual of any compensation or payment you receive as a result of acting as a surrogate and the benefits payable hereunder are contingent on your cooperation according to this provision. No coverage will be provided for maternity services Incurred by a person not covered under this Policy who is acting as a surrogate for you or any Dependent.

## Medical Care Services

**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 a referral Physician is covered when requested by a HMO Network Provider or your Primary Care Physician.

If the referral Physician takes charge of your care, consultation services are not covered. When this occurs, the consulting referral Physician is considered to be the new attending Physician. Coverage is not provided for both the new attending Physician and the Primary Care 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 Primary Care Physician, a HMO Network Provider or authorized referral 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.

**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 and consultations to examine, diagnose and treat a Condition are Covered Services. You may be charged for missed office visits if you fail to give notice or reasonable cause for cancellation.
- Services not performed in-person (telehealth). When performed by a Provider with whom Medical Mutual has an agreement to perform these services, your coverage will include Providers' charges for consulting with Covered Persons by telephone, facsimile machine, electronic mail systems or online visit services. Online Covered Services include a medical consultation using the internet via a webcam, chat or voice. Non Covered Services include, but are not limited to, communications used for:
    - Reporting normal lab or other test results
    - Office appointment requests
    - Billing, insurance coverage or payment questions
    - Requests for referrals to doctors outside the online care panel

- Benefit precertification
- Physician-to-Physician consultation

## 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:

- allergy serum extracts;
- chem strips;
- lancets;
- Clinitest
- syringes;
- needles;
- oxygen;
- ostomy bags and supplies; 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.

Be sure to contact Medical Mutual before selecting your DME so that you understand the rental and/or purchase options that are available under this plan.

Covered DME includes, but is not limited to:

- crutches;
- blood glucose monitors;
- respirators;
- hemodialysis equipment;
- home dialysis equipment;
- pressure machines;
- infusion pump for IV fluids and medicine;
- cardiac, neonatal and sleep apnea monitors;
- tracheotomy tube;
- cochlear implants;
- wheelchairs;
- hospital beds;
- mastectomy bras; and
- augmentive communication devices, when approved by Medical Mutual, based on the Covered Person's Condition.

Covered Services also include the cost for delivering and installing the equipment.

**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; and**
  - **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. The cost of casting, molding, fittings, and adjustments are included. Applicable tax, shipping, postage and handling charges are also covered. The casting is covered when an orthotic appliance is billed with it, but not if billed separately.

Orthotic devices are limited to one replacement per year when Medically Necessary. Benefits may also be provided for Covered Persons under age 18, due to rapid growth, or for any Covered Person when an appliance is damaged and cannot be repaired.

These devices include, but are not limited to:

- cervical collars;
- ankle foot orthosis;
- splints (extremity);
- slings;
- wristlets;
- custom-made shoe inserts;
- built-up shoe;
- corrective shoe with accompanying orthopedic braces;
- orthopedic shoes for diabetics;
- braces for the leg, arm, neck or back;
- trusses and supports; and
- back and special surgical corsets.

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

- **garter belts, corn and bunion pads;**
- **non-custom-made foot support devices, such as arch supports and corrective shoes, unless they are an integral part of a leg brace.**

**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, but are not limited to:

- artificial hands, arms, feet, legs and eyes, including permanent lenses;
- appliances needed to effectively use artificial limbs or corrective braces;
- aids and supports for defective parts of the body including but not limited to internal heart valves, mitral valve, internal pacemaker, pacemaker power sources, synthetic or homograft vascular replacements, fracture fixation

devices internal to the body surface, replacements for injured or diseased bone and joint substances, mandibular reconstruction appliances, bone screws, plates, and vitallium heads for joint reconstruction;

- Left Ventricular Artificial Devices (LVAD) (only when used as a bridge to a heart transplant);
- colostomy and other ostomy (surgical construction of an artificial opening) supplies directly related to ostomy care;
- restoration prosthesis (composite facial prosthesis)
- intraocular lens implantation for the treatment of cataract, aphakia or keratoconus. Contact lenses or glasses are often prescribed following lens implantation and are Covered Services. (If cataract extraction is performed, intraocular lenses are usually inserted during the same operative session). Eyeglasses (for example bifocals), including frames or contact lenses, are covered when they replace the function of the human lens for Conditions caused by cataract Surgery or injury; the first pair of contact lenses or eyeglasses is a Covered Service. The donor lenses inserted at the time of Surgery are not considered contact lenses, and are not considered the first lens following surgery. If the injury is to one eye or if cataracts are removed from only one eye, and the Covered Person selects eyeglasses and frames, then reimbursement for both lenses and frames will be Covered Services.
- soft lenses or sclera shells for use as corneal bandages when needed as a result of eye Surgery;
- Breast prosthesis whether internal or external, following a mastectomy; and
- wigs following cancer treatment.

**Non-covered prosthetic 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, except as specified;**
- **replacement of cataract lenses unless needed because of a lens prescription change;**
- **deluxe prosthetics that are specially designed for uses such as sporting events.**

## Mental Health Care Services

Covered Services for the treatment of Mental Illness include:

- Inpatient treatment, including treatment in a Residential Treatment Facility;
- Outpatient treatment, including partial Hospitalization and intensive Outpatient services;
- 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 Policy. 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 developmental delay, and intellectual disability, other than those necessary to evaluate or diagnose these Conditions, are not covered.**

Inpatient admissions to a Hospital Provider or Residential Treatment Facility Provider must be Preauthorized. The telephone number for Preauthorization is listed on the back of your identification card. Network 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.

## Organ and Tissue Transplant Services

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

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

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

Covered Services also include:

- the initial evaluation and any necessary testing to determine eligibility as a candidate for transplant; and
- the harvest and storage of bone marrow/stem cells.

**Organ/Tissue Transplant Preauthorization -** In order for an organ/tissue transplant to be a Covered Service the Inpatient stay and the proposed course of treatment must be approved by Medical Mutual. HMO Network Providers are responsible for obtaining this prior approval from Medical Mutual.

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:

- unrelated donor search programs for bone marrow/stem cell transplants;
- evaluation of the organ/tissue;
- removal of the organ/tissue from the donor;
- transportation of the organ/tissue to the Transplant Center; and
- treatment of immediate post-operative complications and Medically Necessary care from the donor procedure.

**Donor Benefits -** Benefits necessary for obtaining an organ/tissue 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.

**Transportation and Lodging Benefits -** Your coverage includes benefits for related reasonable and necessary travel expenses, including meals and lodging, for the transplant recipient and a family member or two family members if the patient is under age 18, subject to any limitations set forth in the Schedule of Benefits. These additional benefits are available only if the member's Immediate Family lives more than 75 miles from the approved transplant facility. Excluded from this Transportation and Lodging benefit are: child care; mileage within the transplant city; rental cars, buses, taxis or shuttle service, except as specifically approved; frequent flyer miles; coupons, vouchers or travel tickets; prepayments or deposits; services for a Condition that is not directly related to, or a direct result of, the transplant; telephone calls; laundry; postage; entertainment; interim visits to a medical facility while waiting for the actual transplant procedure; travel expenses for donor companion/caregiver; and return visits for the donor for a treatment of a Condition found during evaluation.

**Medical Mutual does not provide organ/tissue 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/tissue;**
- **for travel time and the travel-related expenses of a Provider; or**
- **that are related to other than human organ/tissue.**

## Other Outpatient Services

**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.

**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, including, but not limited to, inhalation treatment (pressurized and non-pressurized) for acute airway obstruction or sputum induction for diagnostic purposes.

## 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.
- 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 Rehabilitative and Habilitative Services

Rehabilitative therapy services and supplies are used for a person to regain or prevent deterioration of a skill that has been lost or impaired due to illness, injury or disabling Condition. Habilitative therapy services are services and devices that help a person keep, learn or improve skills and functioning for daily living. 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:

**Habilitative Services -** Habilitative therapy services include, but are not limited to, habilitative services to children under age 21 with a diagnosis of Autism Spectrum Disorder, which sometimes includes:

- Speech/language therapy and occupational therapy performed by licensed therapists;
- Clinical therapeutic intervention, including, but not limited to, applied behavioral analysis. The analysis must be provided by or under the supervision of a professional who is licensed, certified, or registered by an appropriate agency of Ohio to perform the services in accordance with a treatment plan; and
- Mental/behavioral health Outpatient services performed by a licensed psychologist, psychiatrist or Physician to provide consultation, assessment, development and oversight of treatment plans.

**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.

**Hyperbaric Therapy -** The provision of pressurized oxygen for treatment purposes.

**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/Spinal Manipulation 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.

All occupational therapy services must be performed by a certified, licensed occupational therapist or another Provider who has a license or certification under state law that allows him or her to perform such services.

**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 or another Provider who has a license or certification under state law that allows him or her to perform such services.

**Speech Therapy -** In order to be considered a Covered Service, this therapy must be performed by a certified, licensed speech therapist and be Medically Necessary due to a speech impairment.

## Pediatric Vision Services

**This section describes the services and supplies available to Covered Persons under age 19 only. This benefit will terminate at the end of the month following the Covered Person's nineteenth (19th) birthday.** These services and supplies must be provided and billed by Providers and must be Medically Necessary unless otherwise specified.

The following Routine Vision Care Services are covered:

**Vision Examinations -** Medical Mutual will cover comprehensive examination, including dilation.

**Lenses and Frames -** Medical Mutual will cover prescribed Lenses and Frames.

**Contact Lens Evaluations and Follow-up -** Medical Mutual will cover contact lens compatibility tests, diagnostic evaluations, and diagnostic lens analysis to determine a patient's suitability for contact lenses or a change in contact lenses. Appropriate follow-up care is also covered.

**Low Vision Services -** Medical Mutual will cover the evaluation of a Covered Person's low vision, as well as training and instruction to maximize the remaining usable vision. "Low vision" means a significant loss of vision but not total blindness. Covered low vision services include: one comprehensive low vision evaluation every five years; low vision optical devices, such as high-powered spectacles, magnifiers and telescopes; and follow-up care, limited to four visits in any five-year period.

**Coverage is not provided for (in addition to those non-covered items listed in the "Exclusions" section of this Policy):**

1. Services or materials which are rendered prior to your effective date.
2. Services and materials Incurred after the termination date of your coverage.
3. For Lenses which are not prescribed.

4. For the replacement of Lenses or Frames except as specified in the Schedule of Benefits.
5. For safety glass and safety goggles.
6. That Medical Mutual determines are special or unusual; such as orthoptics, vision training and low vision aids, unless otherwise specified.
7. 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).
8. For non-covered services or services specifically excluded in the text of this Policy.

## Physical Medicine and Rehabilitation Services

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

Coverage is also provided for day rehabilitation program services received in a day Hospital for physical medicine and rehabilitation. A day rehabilitation program is for those patients who do not require Inpatient care but still require a rehabilitation therapy program four to eight hours a day, two or more days a week at day Hospital.

## Prescription Drug Benefits

**Unless otherwise indicated, the paragraphs within this benefit apply to Prescription Drugs received from both retail Pharmacies, Specialty Prescription Drug Pharmacies and through the Home Delivery Program. To receive benefits, Prescription Drug Covered Services must be provided by Network Pharmacies or Contracting Home Delivery Pharmacies. Prescription Drugs not listed on the Formulary are generally not covered. See below for more information.**

**How the Benefit Works**

Medical Mutual will provide benefits for Medically Necessary Prescription Drug Covered Services that are dispensed for your Outpatient use. Determinations of Medical Necessity are made by going through a coverage review process. More information on this coverage review process can be found by contacting Customer Service at the phone number shown on your identification card.

All Prescription Drugs and refills must be prescribed by a Physician or Other Professional Provider who is licensed by his or her state to write prescriptions ("Prescriber").

If you do not present your identification care to the Pharmacy when you obtain Prescription Drugs, the Pharmacy may require you to pay the full cost of the Prescription Drug, and you will need to submit a claim to Medical Mutual for reimbursement.

Benefits will be provided based on the Allowed Amount. If the Prescription Drug or injectable insulin Allowed Amount is less than the Prescription Drug Copayment, your liability is limited to the Allowed Amount only.

The Covered Person's Deductible, Copayments or Coinsurance is based upon the amount charged by the Pharmacy and does not include any rebates received by Medical Mutual. The Covered Person is responsible for any Deductible, Copayment, or Coinsurance amounts specified in the Schedule of Benefits. The requirement to pay the applicable cost sharing (Deductible, Copayments or Coinsurance) cannot be waived by a Provider, a Pharmacy or anyone else under any "coupon program" or similar arrangement or by using funds from a patient assistance program, regardless if the member is receiving such assistance due to financial need from a pharmaceutical manufacturer, government program, or a charitable organization. Pharmaceutical manufacturers may sponsor patient assistance programs (PAPs) that provide financial assistance or drug free products (through in-kind product donations) to low income individuals to augment any existing prescription drug coverage. If you receive any amount from a patient assistance program or if a Provider, a Pharmacy or anyone else waives the required cost sharing (Deductible, Copayments, Coinsurance) for a particular claim, the cost sharing amounts covered by the patient assistance program or waived shall not be considered as true out-of-pocket expenses for Covered Persons, and these amounts shall not apply to Deductibles and/or Out-of-Pocket Maximums.

When providing benefits for all, or certain, Prescription Drugs, Medical Mutual may, in its sole discretion:

- Require coverage management programs, such as Quantity Limits, Step Therapy and Prior Authorization (described below).
- Establish age limits.
- Ask for a second opinion from a Physician of Medical Mutual's choice and at Medical Mutual's expense.
- Provide varying levels of benefits based upon the method of treatment (e.g., by mouth, injections, topical, inhaled, etc.) and/or the treatment setting.
- Limit coverage to only one dosage or form of a Prescription Drug when the same drug (that is, a drug with the same active ingredient) is available in different dosages or forms from the same or different manufacturers.

**Coverage Management Programs**

**Step Therapy:** a program to determine whether you qualify for coverage based upon certain information, such as medical history, drug history, age and gender. This program requires that you try another drug before the target drug will be covered under this plan, unless special circumstances exist. If your Physician believes that special circumstances exist and would like to request a step therapy exemption, he or she may request a coverage review by providing Medical Mutual with supporting documentation and rationale for the request. Medical Mutual will approve or deny the request within forty-eight (48) hours for a request related to Urgent Care, or within ten (10) calendar days for all other requests. Your Provider may, on your behalf, appeal any exemption request that is denied. Medical Mutual will approve or deny the appeal within forty-eight (48) hours for an appeal related to Urgent Care, or within ten (10) calendar days for all other requests. If the appeal does not resolve the disagreement, You, or Your authorized representative, may request an external review. Refer to the General Provision found later in this Policy entitled, "Filing an Internal Appeal and External Review" for more information. If Medical Mutual does not approve or deny an exemption request or appeal, as applicable, within the time frames noted above, that exemption request is deemed to be approved. Medical Mutual may still require that you try an alternative product that is deemed interchangeable by the FDA, before providing or renewing coverage for the Prescription Drug.

**Quantity limits:** Certain Prescription Drugs are covered only up to a certain limit. Quantity Limits help promote appropriate dosing of Prescription Drugs and enforce medically accepted guidelines for Prescription Drug benefit coverage. Obtaining quantities beyond the predetermined limit requires Prior Authorization.

**Prior Authorization:** a program applied to certain Prescription Drugs and/or therapeutic categories to define and/or limit the conditions under which they will be covered. Prior authorization helps promote appropriate use and enforcement of medically accepted guidelines for Prescription Drug benefit coverage. Prior Authorization is required for most Specialty Prescription Drugs and may also be required for certain other Prescription Drugs (or the prescribed quantity of a certain Prescription Drug).

Prior Authorization for chronic Conditions: For the purposes of this section, "chronic Condition" means a medical Condition that has persisted after reasonable efforts have been made to relieve or cure its cause and has continued, either continuously or episodically, for longer than six (6) continuous months.

Medical Mutual will honor a Prior Authorization approval for an approved drug related to a chronic Condition for the lesser of the following from the date of the approval:

- Twelve (12) months;
- The last day of the Covered Person's eligibility under the plan.

This 12-month approval is no longer valid and automatically terminates if there are changes to federal or state laws, federal regulatory guidance or compliance information prescribing that the drug in question is no longer approved or safe for the intended purpose. In addition, this 12-month approval does not apply to any of the following:

1. Medications that are prescribed for a non-maintenance Condition;
2. Medications that have a typical treatment of less than one (1) year;
3. Medications that require an initial trial period to determine effectiveness and tolerability beyond which a one-year, or greater, Prior Authorization period will be given;
4. Medications where there is medical or scientific evidence that do not support a 12-month prior approval;
5. Medications that are a schedule I or II controlled substance or any opioid analgesic or benzodiazepine;
6. Medications that are not prescribed by a Network Provider as part of a care management program.

Nothing in this section prohibits the substitution of any drug that has received a 12-month approval when there is a release of a U.S. FDA-approved comparable brand product or a generic counterpart of a brand product that is listed as therapeutically equivalent by the FDA.

Prior Authorization, or one of Medical Mutual's other coverage management programs, is required for opioid analgesics prescribed for the treatment of chronic pain, unless the drug is prescribed under one of the following circumstances:

- To a Covered Person who is a Hospice Facility patient in a Hospice care program;
- To a Covered Person who has been diagnosed with a terminal Condition but is not a Hospice Facility patient in a Hospice care program;
- To a Covered Person who has cancer or another Condition associated with the Covered Person's cancer of history of cancer.

**Opioid risk education:** Medical Mutual recognizes the seriousness of the national opioid crisis and is committed to educating our members about the prevention and treatment of opioid use. If you are concerned that you or a loved one may be suffering from an opioid-use disorder, you are not alone. {"Medical Mutual's"} Behavioral Health Case Managers are available to provide help and support. Please call the Customer Care number shown on your identification card and ask to speak to a Behavioral Health Case Manager.

For additional help, resources and information about opioids, you can:

- Visit https://www.hhs.gov/opioids/.
- Review the "Public Awareness Toolkit" by visiting the Take Charge Ohio website at www.takechargeohio.org.
- Speak to one of our pharmacists by calling the member Rx Information phone number that appears on your identification card.

**Therapeutic Substitution of Drugs**

This is a voluntary program where Medical Mutual or its prescription drug vendor may contact you and your prescribing Physician to make you aware of possible alternatives to certain Prescription Drugs. Only you and your Physician can determine whether the alternative drug is appropriate for you. You can obtain more information on this program by calling the Customer Service telephone number on your identification card.

**Specialty Prescription Drugs**

Specialty Prescription Drugs are covered under the Prescription Drug benefit only when obtained through Medical Mutual's Contracting Specialty Pharmacy(ies). Specialty Prescription Drugs are limited to a maximum of a thirty (30) day supply and require Prior Authorization from Medical Mutual.

**Exceptions for Certain Situations**

- **Brand Name Prescription Drugs vs. Generic Prescription Drugs:**

  There may be occasions when a Brand Name Prescription Drug, as opposed to its corresponding Generic Prescription Drug, is more appropriate. If Medical Mutual, after receiving supporting documentation from your Physician, determines the Brand Name Prescription Drug is medically appropriate, you will be charged your Brand Name Prescription Drug Copayment. To obtain more information regarding this process, please contact a customer service representative by calling the number listed on your ID card.

  **How Brand Name/Generic Incentives apply to Contraceptives:**

  With regard to Contraceptives, Step Therapy may be applied to single-source drugs to encourage use of a generic equivalent drug. In this situation, the Covered Person may be required to share in the cost of the Contraceptive. However, if the Covered Person's attending Physician determines a particular service or FDA-approved item is required for medical reasons, Medical Mutual will cover that Contraceptive service or item without cost sharing. The Physician will need to complete our medical necessity waiver form which considers factors such as severity of side effects, differences in permanence and reversibility of Contraceptives, and the ability to adhere to the appropriate use of the item or service.

  A determination on this exception process will be made according to the timeframe and in a manner that takes into account the nature of the claim (e.g., pre-service or post-service) and the medical exigencies involved for a claim involving urgent care.

- **Non-Formulary Prescription Drugs:**

  This plan uses a Prescription Drug Formulary. Prescription Drugs not listed on the Formulary are generally not covered. However, the Covered Person, or his or her designee/Physician (or other prescriber, as appropriate), can ask Medical Mutual to make an exception to cover a particular non-Formulary drug. For standard reviews,

the Covered Person, or his or her designee, and the Covered Person's Physician (or other prescriber) will be notified of Medical Mutual's determination by Medical Mutual within 72 hours following receipt of the request containing information sufficient to complete the review. For an exigent circumstance (defined below), an expedited review can be requested. For expedited reviews, the Covered Person, or his or her designee, and the Covered Person's Physician (or other prescriber) will be notified of Medical Mutual's determination by Medical Mutual within 24 hours following Medical Mutual's receipt of the request containing information sufficient to complete the review. If the decision to exclude the drug is upheld, the Covered Person, or his or her designee/Physician (or other prescriber, as appropriate), may also request that a denied exception request be reviewed by an Independent Review Organization (IRO). The Covered Person, or his or her designee, and the Covered Person's Physician (or other prescriber) will be notified of the IRO's determination within 72 hours, for a standard review, and 24 hours for an expedited review, from Medical Mutual's receipt of the request containing information sufficient to complete the review. If an exception request is granted by either Medical Mutual or an IRO, the non-Formulary drug and its refills will be covered for the duration of the Prescription or, for an exigent circumstance, for the duration of the exigency; in addition, the Covered Person will not be responsible for any cost sharing beyond the cost sharing required for the applicable Formulary drug. The Covered Person's cost sharing for that drug will accumulate toward the Covered Person's Out-of-Pocket Maximum.

"Exigent circumstance" means a Covered Person either has a Condition that may seriously jeopardize his or her life, health, or ability to regain maximum function or is undergoing a current course of treatment using a non-Formulary medication. The request for an expedited review should include the following support:

- Information related to the existence of the exigency and a description of the harm that could reasonably occur to the Covered Person if the requested drug is not provided in the timeframe; and
- Justification supporting the need for the non-Formulary Prescription Drug to treat the Covered Person's Condition, including a statement that all covered Formulary Prescription Drugs, on any tier, will be or have been ineffective, are less effective, or would result in adverse effects.

**Additional Benefits**

Your coverage also provides benefits for:

- certain preventive drugs required by PPACA, when a written prescription from your Prescriber is received. These PPACA-required drugs are covered at a zero Copayment, but specific patient conditions may apply. Certain preventive drugs or items require adherence to one or more of Medical Mutual's coverage management programs. If the Covered Person does not adhere to such program(s), the Covered Person may be required to share in the cost of the drug.
- Contraceptives.
- injectable medications, if self-administered.
- injectable insulin, needles and syringes are covered whether or not they are prescribed.

**Off-label Prescription Drugs**

An off-label Prescription Drug will not be excluded for a particular indication on the grounds that the drug has not been approved by the FDA for the particular indication if the drug is recognized for safe and effective treatment of the indication for which the drug was prescribed in at least one (1) standard medical reference compendia adopted by the U.S. Department of Health and Human Services or in other qualified medical literature. "Medical literature" means:

- Two articles from major peer-reviewed professional medical journals have recognized, based on scientific or medical criteria, the drug's safety and effectiveness for treatment of the indication for which it has been prescribed;
- No article from a major peer-reviewed professional medical journal has concluded, based on scientific or medical criteria, that the drug is unsafe or ineffective or that the drug's safety and effectiveness cannot be determined for the treatment of the indication for which it has been prescribed;
- Each article meets the uniform requirements for manuscripts submitted to biomedical journals established by the international committee of medical journal editors or is published in a journal specified by the United States department of health and human services as acceptable peer-reviewed medical literature.

However, no benefits will be provided if:

- the FDA has determined its use to be contraindicated for the treatment of the particular indication for which the drug has been prescribed;
- the drug has not been approved for any indication by the FDA;

- the drug is not included in the Formulary or list of covered drugs provided by Medical Mutual.

**Coverage during active military duty**

If you are called to active military duty, you may obtain a supply of your prescribed medications for the number of months needed in order to meet your needs during a time of emergency. You would be required to contact Medical Mutual, explain the situation and provide your name, identification number, the medications that need to be filled and the number of months' supply needed.

**Home Delivery program**

Benefits for Home Delivery Prescription Drugs provide the convenience of receiving Prescription Drugs delivered directly to your home. A Home Delivery Prescription Drug is a Prescription Drug which is provided by a Contracting Home Delivery Pharmacy and must be taken for an extended period of time in order to treat a certain medical Condition.

To receive Home Delivery Prescription Drug benefits, mail your Prescription Drug Order, or have your Physician submit the Prescription directly to the Home Delivery Pharmacy. You will be responsible for any applicable Copayments, Deductibles and/or Coinsurance shown in the Schedule of Benefits. Please contact the Home Delivery Pharmacy in advance, to ensure the appropriate arrangements are in place. No benefits are payable if your Prescription Drug Order is sent to a Non-Contracting Home Delivery Pharmacy.

**Prescription Drug Exclusions**

In addition to the exclusions and limitations explained in the General Exclusions section of your Policy, coverage is not provided for:

1. Drugs received from a non-Network Pharmacy or a non-Contracting Home Delivery Pharmacy.
2. Drugs not covered on the Formulary, except as described in the Prescription Drug Services benefit.
3. Drugs dispensed for cosmetic purposes or used solely for beautifying or altering one's appearance in the absence of any underlying Condition.
4. Lost, stolen or damaged Prescriptions.
5. Prescription Drugs that have been determined by Medical Mutual to be abused or otherwise misused.
6. More than the number of Prescription Drug refills specified by the Physician or allowed by law.
7. Any refill of a Prescription Drug dispensed after the length of time allowed by law.
8. Charges for more than the days' supply of a Prescription Drug, as specified in the Prescription Drug Schedule of Benefits.
9. Incurred or received after you stop being a Covered Person.
10. Experimental or Investigational Drugs, (including compounds and ingredients in compounds).
11. Fraudulent or misrepresented claims.
12. Drugs that are not Medically Necessary or do not meet Medical Mutual's medical policy, clinical coverage guidelines or benefit policy guidelines.
13. Fees for administering or injecting Prescription Drugs, except for vaccines.
14. Sexual dysfunction drugs, except agents that are approved by the FDA for Conditions other than sexual dysfunction, such as Cialis for treatment of benign prostatic hypertrophy.
15. For lifestyle improvement drugs not necessary for the cure or prevention of disease, illness or injury, except as may be required by PPACA.
16. Recent FDA-approved Prescription Drugs, until Medical Mutual establishes Medically Necessary criteria for that drug. These criteria may be established within approximately one year of the FDA approval. Some Prescription Drugs approved by the FDA may never qualify as Medically Necessary.
17. Diagnostic, imaging and test agents and devices except for those used for blood glucose testing, or diabetes.
18. Treatment of onychomycosis (toenail fungus).
19. Any medication prescribed to induce ovulation or spermatogenesis.
20. Male contraceptives and over-the-counter birth control without a prescription.
21. Injectable medications that are not self-administered according to the FDA labeling or are contraceptive injections, unless otherwise specified.
22. Prescription Drugs that have an over-the-counter equivalent available, except as required by PPACA.

23. Enteral or parenteral therapy, except as provided under the Home Infusion Therapy benefit.
24. Medical food, nutritional or dietary supplements or supplies.
25. Infant formula.
26. Drugs used to decrease or increase weight gain or appetite control, or to treat obesity.
27. Minerals and vitamins, unless required by PPACA.
28. Refilled prescriptions if less than 75% of the original prescriptions (or subsequent refill) has been used.
29. Prescription Drug claims submitted 366 days after being filled.
30. Prescriptions for household pets.
31. Over-the-counter items and drugs, unless required by law.
32. Performance-enhancement drugs, such as anabolic steroids.
33. Medical supplies, devices and equipment.
34. Antihemophiliac drugs that are covered under the medical benefits.
35. Homeopathic drugs in any dosage form.
36. Human growth hormones for children born small for gestational age.
37. Compound drugs unless there is at least one ingredient that requires a prescription.
38. Prescription Drugs used to treat dental conditions, including, but not limited to, the treatment of gingivitis.
39. Non-covered services or services specifically excluded in the text of this Certificate.

## Preventive and Wellness Services

**Preventive and wellness services will be covered under this plan, as required under federal and state law. In accordance with those laws and their associated guidance, limitations on coverage may apply, based upon the Covered Person's actual Condition, age, gender and the frequency of the service.**

**The following categories of preventive services are covered without application of a Deductible, Copayment or Coinsurance, when provided by a HMO Network Provider:**

- 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 (HRSA).
- Other evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by HRSA for women.

  **Examples of preventive services that fall within the above categories are:**

  - Health Education Services
    - Diabetic Self-Management Training and Education Services - are Covered Services when provided under the supervision of a licensed health care Professional with expertise in diabetes. These services help to ensure that persons with diabetes are educated as to the proper self-management and treatment of their diabetes, including information on proper diet and medical nutrition therapy.
    - 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.
  - Routine Gynecological Services
    - Mammogram services

      The total benefit for a screening mammography under this plan, regardless of the number of claims submitted by Providers, will not exceed one hundred thirty percent (130%) of the Medicare reimbursement rate in the state of Ohio for a screening mammography. If a Provider, Hospital, or other health care

facility provides a service that is a component of the screening mammography and submits a separate claim for that component, a separate payment shall be made to the Provider, Hospital or other health care facility in an amount that corresponds to the ratio paid by Medicare in Ohio for that component. The benefit paid for mammography constitutes full payment under this Policy. No Provider, Hospital, or other health care facility shall seek or received compensation in excess of the payment made that corresponds to the ratio paid by Medicare in Ohio, except for approved Deductibles, Copayments or Coinsurance.

    - PAP tests
- Routine Physical Examinations
- Routine Screenings
    - blood glucose screenings and screening for type 2 diabetes
    - bone density screenings for women
    - chlamydia screenings, limited to pregnant and sexually active women
    - cholesterol screenings
    - colorectal cancer screenings; using fecal occult blood testing, sigmoidoscopy or colonoscopy
    - hepatitis B virus screenings; limited to pregnant women in their first prenatal visit
- Smoking cessation services
- Well child care services
- Women's preventive services
    - These services include, but not limited to: well-woman visits; screening for gestational diabetes, human papillomavirus (HPV), human immunodeficiency virus (HIV) and sexually transmitted disease; Contraceptives and counseling for Contraceptives for women with reproductive capacity; sterilization procedures; breastfeeding; and domestic violence.

      With regard to Contraceptives, if the Covered Person's attending Physician determines a particular service or FDA-approved item is required for medical reasons, Medical Mutual will cover that Contraceptive service or item without cost sharing. The Physician will need to complete our medical necessity waiver form which considers factors such as severity of side effects, differences in permanence and reversibility of Contraceptives, and the ability to adhere to the appropriate use of the item or services.

      A determination on this exception process will be made according to the timeframe and in a manner that takes into account the nature of the claim (e.g., pre-service or post-service) and the medical exigencies involved for a claim involving urgent care.

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/coverage/preventive-care-benefits. 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. You will be notified at least sixty (60) days in advance, if any item or service is removed from the list of eligible services.

**Other covered preventive services that may be subject to a Deductible, Copayment and/or Coinsurance are:**

- Routine Prostate Specific Antigen (PSA) Tests
- Routine Testing, meaning laboratory, x-ray and medical testing services.
- Voluntary Family Planning Services
    - family planning counseling
    - information on birth control

## Private Duty Nursing Services in conjunction with Home Health Care

The services of a registered nurse, licensed vocational nurse or licensed practical nurse when ordered by a Physician are covered only as provided as part of home health care. These services include skilled nursing services received in a patient's home. 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. 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.

## 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 authorized 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; and**
- **for Custodial Care, rest care or care which is only for someone's convenience.**

## Surgical Services

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

- diagnostic endoscopic procedures, such as colonoscopy and sigmoidoscopy;
- implantation of a cochlear device;
- maxillary or mandibular frenectomy;
- removal of bony impacted teeth;
- sterilization;
- therapeutic abortions.

**Reconstructive Services -** Benefits include reconstructive Surgery to correct significant deformities caused by congenital or developmental abnormalities, illness, injury or an earlier treatment in order to create a more normal appearance. Benefits include Surgery performed to restore symmetry after a mastectomy. Reconstructive services needed as a result of an earlier treatment are covered only if the first treatment would have been a Covered Service under this plan.

Note: Coverage for reconstructive services does not apply to orthognathic Surgery.

**Surgery performed primarily to improve appearance, also known as cosmetic Surgery, 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.

## Temporomandibular Joint Syndrome Services

Benefits are provided for temporomandibular (joint connecting the lower jaw to the temporal bone at the side of the head) and craniomandibular (health and neck muscle) disorders.

## Urgent Care Services

Benefits are provided when you receive Covered Services from an Urgent Care Provider for 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.

If it is necessary for you to be admitted to a Hospital as an Inpatient, you must receive prior authorization from Medical Mutual, if medically possible.

**Remember, unless the Condition is an Emergency Medical Condition, no benefits are provided for treatment received from Non-HMO Network Providers.**

# EXCLUSIONS

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

1. Received from other than a HMO Network Provider. This exclusion does not apply to Emergency Medical Conditions or to those limited instances for which Medical Mutual has given advance approval to obtain Covered Services from a Non-HMO Network Provider when such services are not available from a HMO Network Provider. (See the section entitled "Prior Approval of Non-Network Benefits.")
2. Not prescribed by or performed by or under the direction of a Physician or Other Professional Provider.
3. Not performed within the scope of the Provider's license.
4. Not Medically Necessary or do not meet Medical Mutual's policy, clinical coverage guidelines, or benefit policy guidelines.
5. Received from other than a Provider.
6. For Experimental or Investigational drugs, devices, medical treatments or procedures, except as specified.
7. To the extent that governmental units or their agencies provide benefits, except Health Departments, as determined by Medical Mutual.
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.

    This exclusion does not apply to those covered preventive services remaining under this plan, unless the expense for such service is paid for by another source.
13. For radiologic imaging with no preserved film image or digital record.
14. 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.
15. For which benefits would have been payable under Part B of Medicare if a Covered Person had enrolled in Part B coverage. For the purposes of the calculation of benefits, if the Covered Person is eligible for, but has not enrolled in, Medicare Part B, Medical Mutual will calculate benefits as if he or she had enrolled. This provision only applies where Medicare is the primary payer under the law.
16. Received in a military facility for a military service related Condition.
17. For court-ordered testing or care unless Medically Necessary.
18. For Surgery and other services primarily to improve appearance (including removal of tattoos) 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. This exclusion does not apply to medical complications directly related to such Surgery or other services. "Medical complications" include, but are not limited to, myocardial infarction, pulmonary embolism, thrombophlebitis and exacerbation of co-morbid Conditions.
19. For Surgery to correct a deformity or birth defect for psychological reasons where there is no function impairment.
20. For weight loss Surgery and any repairs, revisions or modifications of such Surgery, including weight loss device removal. This exclusion does not apply to medical complications directly related to such Surgery, repairs, revisions

or modifications. "Medical complications" include, but are not limited to, myocardial infarction, excessive nausea/vomiting, pneumonia and exacerbation of co-morbid medical Conditions during the procedure or in the immediate post-operative time frame.

21. For dietary and/or nutritional counseling or training, except as specified or required by PPACA.
22. For nutritional supplements taken orally.
23. For treatment of Conditions related to developmental delay, intellectual disabilities, hyperkinetic syndromes or behavioral problems, except as specified.
24. For treatment, by methods such as dietary supplements, vitamins and any care which is primarily dieting or exercise for weight loss, except as specified.
25. For marital counseling.
26. For devices, equipment and supplies used for the treatment of sexual dysfunction that is psychological or cosmetic in nature.
27. For transsexual Surgery or any treatment leading to or in connection with transsexual Surgery.
28. For treatment of infertility, other than diagnostic and exploratory procedures to determine infertility and surgical procedures to correct the medically diagnosed disease or Condition or Condition of the reproductive organs. Coverage is not provided for procedures such as, artificial insemination, in vitro fertilization, Gamete intrafallopian transfer (GIFT) and Zygote intrafallopian transfer (ZIFT), as well as any medication prescribed to induce ovulation or spermatogenesis.
29. For reverse sterilization.
30. For elective abortions.
31. For dental x-rays, supplies and appliances and associated expenses, including hospitalization and anesthesia, except as described in the "Dental Services for Certain Medical Conditions" benefit.
32. For dental implants.
33. For treatment with intraoral prosthetic devices or any other method to alter vertical dimension of occlusion.
34. For personal hygiene and convenience items.
35. For eyeglasses, contact lenses or examinations for prescribing or fitting them, except as described in the "Pediatric Vision" benefit and in the section entitled "Prosthetic Appliances" under the "Medical Supplies and Durable Medical Equipment" benefit.
36. 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), except as specified.
37. For hypnosis and acupuncture.
38. For biofeedback.
39. For blood which is available without charge. For Outpatient blood storage services.
40. For specialized camps.
41. For water aerobics.
42. For hearing aids or examinations for prescribing or fitting them, unless otherwise specified within this Policy.
43. For lost, stolen, or damaged medical supplies or durable medical equipment.
44. For private duty nursing services rendered in a Hospital or Skilled Nursing Facility.
45. For massotherapy or massage therapy.
46. For treatment of gynecomastia (male breast enlargement).
47. For treatment of hyperhidrosis (excessive sweating).
48. For sclerotherapy.
49. For the Institutional charges and Physician charges related to non-emergency use of an emergency room.
50. For missed appointments, completion of claim forms or copies of medical records.
51. For telephone consultations or consultations via electronic mail, facsimile or internet/website, except as required by law, authorized by Medical Mutual, or as otherwise described in this Policy.
52. For charges for doing research with Providers not directly responsible for your care.
53. For stand-by Charges of a Physician.
54. For any Charges not documented in Provider records.
55. For fraudulent or misrepresented claims.

56. For non-covered services or services specifically excluded in the text of this Policy.

Coverage for benefits may be limited when a delay or failure to render services is due to a major disaster or epidemic affecting Provider facilities or personnel.

# GENERAL PROVISIONS

## How to Apply for Benefits

You must pay any required Copayments, Deductibles or Coinsurance as shown in the Schedule of Benefits. You are not required to pay, and Medical Mutual may not bill, for any additional amounts for Covered Services beyond these Copayments, Deductibles or Coinsurance. Should you receive a bill or have to pay for services, you must submit the bill to Medical Mutual. You must present your identification card any time services are requested.

**Notice of Claim; Claim Forms**

A claim must be filed for you to receive benefits. HMO Network Providers and many Non-HMO Network Providers will submit a claim for you; if in the event you need to submit a claim from a Non-HMO Network Provider or for a Prescription Drug claim, 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 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 or Provider'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. Except in the absence of legal capacity, no proof can be submitted later than one year from the time proof is otherwise required.

## How Claims are Paid

You may be required to share in the cost of Covered Services. The Schedule of Benefits shows your financial responsibility for Covered Services. After you have paid the amounts indicated in the Schedule of Benefits, subject to benefit maximums, Medical Mutual covers the remaining liability for Covered Charges.

Medical Mutual provides benefits for Covered Services through agreements with HMO Network Providers based on Allowed Amounts.

**Provider Transitions**

When a particular Provider no longer has an agreement with Medical Mutual to perform services, that Provider becomes a Non-HMO Network Provider. When this occurs, Medical Mutual will provide written notice to Covered Persons seen on a regular basis by, or who receive primary care from, the terminated Provider. Medical Mutual will make a good faith effort to provide this notice at least thirty (30) days' prior to the effective date of the change, or as soon as practicable.

If a Provider's agreement with Medical Mutual is terminated without cause, a Covered Person in an active course of treatment will be permitted to continue treatment with that Provider until the treatment is complete or for ninety (90) days, whichever is shorter. Covered Services received during this time period will be payable at the in-network level of benefits.

For the purposes of this provision, "active course of treatment" means any of the following:

- An ongoing course of treatment for a life-threatening Condition, defined as a disease or Condition for which likelihood of death is probable unless the course of the disease or Condition is interrupted
- An ongoing course of treatment for a serious acute Condition, defined as a disease or Condition requiring complex ongoing care which the Covered Person is currently receiving, such as chemotherapy, radiation therapy, or post-operative visits
- The second or third trimester of pregnancy, through the postpartum period
- An ongoing course of treatment for a health Condition for which a treating Physician or health care Provider attests that discontinuing care by that Physician or health care Provider would worsen the Condition or interfere with anticipated outcomes

A decision made by Medical Mutual whether or not to provide continuation of care under this section is subject to any available appeal rights described later in this Policy.

**Your Financial Responsibilities**

You are responsible for:

- Any charges, other than for an Emergency Medical Condition, received from Non-HMO Network Providers. (This does not apply if the service is not available from a HMO Network Provider, and prior approval has been obtained from Medical Mutual. See the provision entitled "Prior Approval of Non-Network Benefits.")
- 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 services that are not Medically Necessary.
- Incidental charges.

HMO Network Providers are not permitted to seek compensation from you for Covered Services, except for applicable Copayments, Deductibles and/or Coinsurance. If you receive a bill from a HMO Network Provider for a Covered Service, please contact Customer Service and/or send the bill to Medical Mutual.

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 Out-of-Pocket Maximums, except as provided in 45 CFR 156.1250.

**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 you or your Provider should submit copies of all your bills for Covered Services that you want credited toward your Deductible. 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.

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 Policyholder'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.

**Copayments**

If a Covered Service is subject to a Copayment, you must pay the dollar amount specified in the Schedule of Benefits as the Copayment.

**Out-of-Pocket Maximum**

This is the amount of Copayments, Deductibles and Coinsurance for which Covered Persons are responsible each Benefit Period for Covered Services. After the applicable Out-of-Pocket Maximum shown in the Schedule of Benefits has been met, no additional Copayments, Deductibles or Coinsurance are required from Covered Persons for Covered Services for the remainder of the Benefit Period, unless otherwise specified in this Policy. The Out-of-Pocket Maximum does not include expenses other than Copayments, Deductibles and Coinsurance (e.g., premium, charges for services not covered under this plan, penalties for non-compliance with plan provisions, etc.).

**Schedule of Benefits**

The Deductible(s) and Out-of-Pocket Maximums(s) that may apply will renew each Benefit Period. Some of the benefits offered in this Policy 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 HMO Network 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 Policy.

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 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 HMO Network Providers.

Medical Mutual is authorized to make payments directly to Providers who have performed Covered Services for you. Medical Mutual also reserves the right in some circumstances to make payment directly to you in the event you receive Covered Services from a Non-HMO Network Provider. When this occurs, you must pay the Provider the amounts you may owe to the Provider. 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 non-covered 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 from the Provider and you must pay the Billed Charges amount to the Provider when requested.

**Prior Approval of Non-Network Benefits**

There may be certain services that can only be obtained from a Non-HMO Network Provider. In order to protect you from balance billing and the increased out-of-pocket expense that could otherwise occur for using a Non-HMO Network Provider, you must obtain approval in advance from Medical Mutual for services that cannot be provided by a HMO Network Provider. Upon Medical Mutual's approval of the Non-Network care, benefits for Covered Services will be provided as if the Covered Services were provided by a HMO Network Provider.

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

- the proposed treatment plan for the Covered Services;

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

Medical Mutual will determine whether the Covered Services can be provided by a HMO Network Provider, and that determination will be final and conclusive, subject to any available appeals process. Medical Mutual may elect to have you examined by a Physician of its choice and will pay for any related physical exams required. You and your Physician will be notified if Covered Services provided by a Non-HMO Network Provider will be covered as if they had been provided by a HMO Network Provider. If you do not receive written approval in advance of receiving Covered Services from a Non-HMO Network Provider, no benefits will be provided, except for an Emergency Medical Condition.

**Direct Access to Obstetricians and Gynecologists**

You do not need prior authorization from us or any other person (including a Primary Care Physician) to obtain access to obstetrical or gynecological care from a health care Professional in our network who specializes in obstetrics or gynecology. The health care Professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care Professionals who specialize in obstetrics or gynecology, contact Medical Mutual at the phone number shown on your ID card or at medmutual.com.

**Selection of a Primary Care Physician**

We may require the designation of a Primary Care Physician. You have the right to designate any Primary Care Physician who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the Primary Care Physician.

Until you make this designation, Medical Mutual may designate one for you. For information on how to select a Primary Care Physician, and for a list of the participating Primary Care Physicians, contact Medical Mutual at the phone number shown on your ID card or at medmutual.com.

**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 Policy 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.

**Foreign Travel**

Benefits include coverage for the treatment of Emergency Medical Conditions rendered worldwide. Your coverage is in effect whether your treatment is received in a foreign country or in the United States. When you receive medical treatment in another country, you may be asked to pay for the service at the time it is rendered. To receive reimbursement for the care provided, make sure to obtain an itemized bill from the Provider at the time of service. Medical Mutual cannot process a bill unless the Provider lists separately the type and cost of each service you received. All billing submitted for consideration must be translated into the English language and dollar amounts converted to the current rate of exchange.

To receive reimbursement for Hospital and/or medical expenses, the services rendered must be eligible for coverage in accordance with the benefits described in this Policy. If you travel to a foreign country and you receive treatment for an Emergency Medical Condition from a Non-HMO Network Provider, Medical Mutual will provide coverage at the same level of benefits as a HMO Network Provider.

**Circumstances Beyond the Control of the Plan**

If circumstances arise that are beyond the control of Medical Mutual, Medical Mutual will make a good-faith gesture to arrange an alternative method of providing coverage. Circumstances that may occur, but are not within the control of Medical Mutual, include but are not limited to, a major disaster or epidemic, complete or partial destruction of facilities, a riot, civil insurrection, labor disputes that are out of the control of Medical Mutual, disability affecting a

significant number of a HMO Network Provider's staff or similar causes, or health care services provided under this Policy are delayed or considered impractical. Under such circumstances, Medical Mutual and HMO Network Providers will provide the health care services covered by this Policy as far as is practical under the circumstances, and according to their best judgment. However, Medical Mutual and HMO Network Providers will accept no liability or obligation for delay, or failure to provide or arrange health care services if the failure or delay is caused by events/circumstances beyond the control of Medical Mutual.

## 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 Policyholder 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 Policy, the Customer Service representative will telephone the Policyholder with the response. If attempts to telephone the Policyholder are unsuccessful, a letter will be sent explaining how the claim was processed. If an adjustment to the claim is required, the Policyholder 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**

Generally, a **Claim Involving Urgent Care** is a claim for Medical Care 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. With respect to prior authorization requests submitted by health care practitioners (as defined in Ohio Revised Code 1751.72(A)) through Medical Mutual's electronic software system only, a Claim Involving Urgent Care also means a claim for Medical Care or other service for a Condition where the application of the timeframes for making non-urgent care determinations (a) could seriously jeopardize the life, health, or safety of the claimant or others due to the claimant's psychological state; or (b) in the opinion of a practitioner with knowledge of the claimant's medical or behavioral Condition, would subject the claimant to adverse health consequences without the care or treatment that is the subject of the request.

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 in the case of a certification, and not later than one business day after the oral notification in the case of an adverse benefit determination.

If your health care practitioner (as defined in Ohio Revised Code 1751.72(A)) submits a Claim Involving Urgent Care through Medical Mutual's electronic software system, Medical Mutual will respond to the request within 48 hours of receipt and indicate whether the request is denied, approved, or if additional information is needed to process the request.

If additional information is needed to process the request, Medical Mutual will notify the health care practitioner (as defined in Ohio Revised Code 1751.72(A)) within 24 hours of receipt of the Claim Involving Urgent Care and the health care practitioner will have 48 hours to respond. Because we are required to make a decision within 48 hours after receipt of the Claim Involving Urgent Care, your claim may still be denied when we request additional information.

**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). Medical Mutual will notify the provider or health care facility rendering the approved ongoing course of treatment of Medical Mutual's determination to reduce or terminate such course of treatment before the end of the approved period of time or number of treatments within one business day after making such determination, and will provide you and the provider or health care facility with written or electronic confirmation within one business day after the telephone notification. Such notification of such adverse benefit determination will be at a time sufficiently in advance of the reduction or termination to allow the claimant to appeal and obtain a determination on review of that adverse benefit determination before the benefit is reduced or terminated.

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. For other concurrent review determinations involving a request to extend a patient's hospital stay or extend a course of treatment beyond the period of time or number of treatments, Medical Mutual will make a determination within one business day after obtaining all necessary information. If Medical Mutual makes a determination to certify an extended stay or additional health care services, Medical Mutual will notify the Provider rendering the health care service by telephone or facsimile within one business day of making the certification determination. If Medical Mutual makes an adverse benefit determination, Medical Mutual will notify the Provider rendering the health care service by telephone within one business day after making the adverse benefit determination, and Medical Mutual will provide written or electronic confirmation to you and the Provider within one business day after the telephone notification.

**Pre-Service Claims**

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

For Pre-Service Claims submitted in writing, if you file a Pre-Service Claim in accordance with Medical Mutual's claim procedures and sufficient information is received, Medical Mutual will make a determination within two business days after obtaining all necessary information. If Medical Mutual makes a determination to certify an admission, procedure, or health care service, Medical Mutual will notify the Provider rendering the health care service by telephone or facsimile within three business days after making the certification, and Medical Mutual will notify you of its certification determination within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the claim. The 15-day time period cap mentioned in the preceding sentence may be extended by Medical Mutual for up to an additional 15 days if such an extension is necessary due to circumstances beyond the control of Medical Mutual, in which case Medical Mutual will notify you of such an extension and date by which it expects to render a decision.

If Medical Mutual makes an adverse benefit determination, Medical Mutual will notify the Provider rendering the health care service by telephone within three business days after making the adverse benefit determination, and Medical Mutual will provide written or electronic confirmation to you and the Provider within one business day after making the telephone notification but not later than 15 days after receipt of the claim. The 15-day time period cap mentioned in the preceding sentence may be extended by Medical Mutual for up to an additional 15 days if such an extension is necessary due to circumstances beyond the control of Medical Mutual, in which case 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 15 days of receipt of the claim 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.

If your health care practitioner (as defined in Ohio Revised Code 1751.72(A)) submits a Pre-Service Claim through Medical Mutual's electronic software system, Medical Mutual will respond to the request within 10 days of receipt and indicate whether the request is denied, approved, or if additional information is needed to process the request. If additional information is needed to process the request, the health care practitioner will then have 45 days to respond with the additional information. If your health care practitioner does not provide the information, your claim may be denied.

For only those prior authorization requests that are submitted by a health care practitioner (as defined in Ohio Revised Code 1751.72(A)) through Medical Mutual's electronic software system that are approved by Medical Mutual, except in cases of fraudulent or materially incorrect information, Medical Mutual will not retroactively deny a prior authorization for a health care service, drug, or device when all of the following are met: (1) the health care practitioner (as defined in Ohio Revised Code 1751.72(A)) submits a prior authorization request to Medical Mutual for a health care service, drug, or device; (2) Medical Mutual approves the prior authorization request after determining that all of the following are true: (a) the claimant is eligible under the health benefit plan; (b) the health care service, drug, or device is covered under the claimant's health benefit plan; and (c) the health care service, drug, or device meets Medical Mutual's standards for medical necessity and prior authorization; (3) the health care practitioner (as defined in Ohio Revised Code 1751.72(A)) renders the health care service, drug, or device pursuant to the approved prior authorization request and all of the terms and conditions of the health care practitioner's contract with Medical Mutual; (4) on the date the health care practitioner (as defined in Ohio Revised Code 1751.72(A)) renders the prior approved health care service, drug, or device, all of the following are true: (a) the claimant is eligible under the health benefit plan; the claimant's Condition or circumstances related to the claimant's care has not changed; (c) the health care practitioner submits an accurate claim that matches the information submitted by the health care practitioner in the approved prior authorization request; and (5) if the health care practitioner (as defined in Ohio Revised Code 1751.72(A)) submits a claim that includes an unintentional error and the error results in a claim that does not match the information originally submitted by the health care practitioner in the approved prior authorization request, upon receiving a denial of services from Medical Mutual, the health care practitioner may resubmit the claim with the information that matches the information included in the approved prior authorization.

For only those prior authorization requests that are submitted by a HMO Network Provider through a manner other than Medical Mutual's electronic software system that are approved by Medical Mutual, if the HMO Network Provider submitted complete, accurate, and all necessary information relative to an eligible Covered Person, Medical Mutual will not retroactively deny the authorization if the HMO Network Provider renders the approved health care service in good faith and pursuant to the authorization and all of the terms and conditions of the HMO Network Provider's contract with Medical Mutual.

**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.

If you file a Post-Service Claim for a service where prior authorization was required but not obtained, upon written request, Medical Mutual shall permit a retrospective review if the service in question meets all of the following: (i) the service is directly related to another service for which the health care practitioner (as defined in Ohio Revised Code 1751.72(A)) submitted a prior authorization request through Medical Mutual's electronic software system, prior approval has already been obtained from Medical Mutual on such request and the original prior authorized service that has already been performed; (ii) the new service was not known to be needed at the time the original prior authorized service was performed; and (iii) the need for the new service was revealed at the time the original authorized service was performed. Once the written request and all necessary information is received, Medical Mutual will review the claim for coverage and medical necessity. Medical Mutual will not deny a claim for such a new service based solely on the fact that a prior authorization approval was not received for the new service in question.

**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;
- 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.

**Request for Reconsideration**

In the case of a Pre-Service Claim or Concurrent Claim that results in an Adverse Benefit Determination, the Provider providing the Health Care Service may request in writing, on behalf of the Covered Person, a reconsideration of an Adverse Benefit Determination by the reviewer who reviewed the Pre-Service Claim or Concurrent Claim. The Provider may not request a reconsideration without the prior consent of the Covered Person. The reconsideration shall occur within three business days after Medical Mutual's receipt of the written request for reconsideration, and shall be conducted between the Provider providing the Health Care Service and the reviewer who reviewed the Pre-Service Claim or Concurrent Claim. If that reviewer cannot be available within three business days, the reviewer may designate another reviewer for the reconsideration.

If the reconsideration process does not resolve the difference of opinion between the reviewer and the Provider, the Covered Person or his or her Authorized Representative may file an internal appeal as further described below.

Reconsideration is not a prerequisite to an internal appeal or external review.

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

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

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

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

**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 Policy.

**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, 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: Policyholder'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 Department
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. If your health care practitioner (as defined in Ohio Revised Code 1751.72(A)) uses Medical Mutual's electronic software system to request an appeal of a Claim Involving Urgent Care, Medical Mutual will respond to the appeal within 48 hours of receipt. 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 when you have received a denial of a Pre-Service Claim in advance of you receiving Medical Care. The pre-service claim appeal must be requested within 180 days of the date you received notice of an Adverse Benefit Determination but before you have received the service. When Medical Mutual receives a pre-service claim appeal in writing, it must be decided within a reasonable amount of time appropriate to the medical circumstances, but not later than 30 days after the receipt of the request. When Medical Mutual receives a pre-service claim appeal from your health care practitioner (as defined in Ohio Revised Code 1751.72(A)) when you have authorized him or her to appeal on your behalf and the health care practitioner uses Medical Mutual's electronic software system for prior authorization, Medical Mutual will respond to the appeal within 10 calendar days of receipt.

   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; and
- disclosure of the availability of assistance with the appeal process from the Ohio Department of Insurance.

**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.

**IV. External Review Process**

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

Medical Mutual
Member Appeals Department
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.

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 was 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.

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.

Medical Mutual may, in its sole discretion, cover services and supplies not specifically covered by the Policy. This applies if Medical Mutual determines such services and supplies are in lieu of more expensive services and supplies, which would otherwise be required for the care and treatment of a Covered Person.

**Physical Examination and Autopsy**

Medical Mutual, at is own expense, has the right to examine a Covered Person as often as it may reasonably require during the pendency of a claim and to request an autopsy in case of death where it is not forbidden by law.

## 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 Policy 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 us at 1-800-700-2583 or medmutual.com. In the event our phone number or website changes, refer to your identification card for the most current information. You may also submit an appeal, as further described in the section entitled "Filing an Internal Appeal and External Review." 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.

## Subrogation and Right of Reimbursement

As used herein, the term "Third Party", means any party that is, or may be, or is claimed to be responsible for illness or injuries to you. Such illness or injuries are referred to as "Third Party Injuries." "Third Party" includes any party responsible for payment of expenses associated with the care or treatment of Third Party Injuries. No adult Covered Person hereunder may assign any rights that it may have to recover medical expenses from any tortfeasor or other person or entity to any minor child or children of said adult covered person without the prior express written consent of Medical Mutual.

If this plan pays benefits under this Policy to you for expenses incurred due to Third Party Injuries, then Medical Mutual retains the right to repayment of the full cost of all benefits provided by this plan on your behalf that are associated with the Third Party Injuries. Medical Mutual's rights of recovery apply to any recoveries made by or on your behalf from the following sources, including but not limited to:

- Payments made by a Third Party or any insurance company on behalf of the Third Party;
- Any payments or awards under an uninsured or underinsured motorist coverage policy;
- Any Workers' Compensation or disability award or settlement;
- Medical payments coverage under any automobile policy, premises or homeowners' medical payments coverage or premises or homeowners' insurance coverage; and
- Any other payments from a source intended to compensate you for injuries resulting from an accident, injury or alleged negligence.

Your health plan is always secondary to automobile no-fault coverage, personal injury protection coverage, or medical payments coverage.

By accepting benefits under this plan, you specifically acknowledge Medical Mutual's right of subrogation. When this plan pays health care benefits for expenses incurred due to Third Party Injuries, Medical Mutual shall be subrogated to your right of recovery against any party to the extent of the full cost of all benefits provided by this plan. Medical Mutual may proceed against any party with or without your consent.

By accepting benefits under this plan, you also specifically acknowledge Medical Mutual's right of reimbursement. This right of reimbursement attaches when this plan has paid benefits due to Third Party Injuries and you or your representative has recovered any amounts from a Third Party. By providing any benefit under this Policy, Medical Mutual is granted an assignment of the proceeds of any settlement, judgment or other payment received by you to the extent of the full cost of all benefits provided by this plan. Medical Mutual's right of reimbursement is cumulative with, and not exclusive of, Medical Mutual's subrogation right and Medical Mutual may choose to exercise either or both rights of recovery.

By accepting benefits under this plan, you and your representatives further agree to:

- Notify Medical Mutual promptly and in writing when notice is given to any party of the intention to investigate or pursue a claim to recover damages or obtain compensation due to Third Party Injuries sustained by you;
- Cooperate with Medical Mutual and do whatever is necessary to secure Medical Mutual's rights of subrogation and reimbursement under this Policy;
- Give Medical Mutual a first-priority lien on any recovery, settlement, or judgment or other source of compensation which may be had from any party to the extent of the full cost of all benefits associated with Third Party Injuries provided by this plan (regardless of whether specifically set forth in the recovery, settlement, judgment or compensation agreement);
- Pay, as the first priority, from any recovery, settlement judgment, or other source of compensation, any and all amounts due Medical Mutual as reimbursement for the full cost of all benefits associated with Third Party Injuries

paid by this plan (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement); and

- Do nothing to prejudice Medical Mutual's rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits paid by the plan.
- Serve as a constructive trustee for the benefits of this plan over any settlement or recovery funds received as a result of Third Party Injuries.

No court costs or attorney fees may be deducted from Medical Mutual's recovery, and Medical Mutual is not required to pay or contribute to paying court costs or attorney's fees for the attorney hired by you to pursue your claim or lawsuit against any Third Party. In the event you or your representative fail to cooperate with Medical Mutual, you shall be responsible for all benefits paid by this plan in addition to costs and attorney's fees incurred by Medical Mutual in obtaining repayment.

Medical Mutual's rights of subrogation and reimbursement described above shall be modified to comply with the terms of this paragraph in the event that less than the full value of the third party action is recovered due to comparative negligence on your part, diminishment of the recovery due to the apportionment of liability among and recovery on judgment against multiple co-defendants, or by reason of the collectability of the full value of the claim for injury, death, or loss to you resulting from limited liability insurance or any other cause. If less than the full value of the third party action is recovered due the reasons mentioned in the preceding sentence, Medical Mutual's claim shall be reduced in the same proportion as your interest is reduced. Both Medical Mutual and the member shall have the right to seek a declaratory judgment pursuant to ORC Section 2721 if there is a dispute over the distribution of the recovery in a tort action.

## Termination of Coverage

### How and When Your Coverage Stops

Your coverage stops:

- When the Policyholder becomes ineligible, coverage stops for all Covered Persons.
- When the Policyholder does not pay the required premium, coverage stops for all Covered Persons. (See the section entitled "Premiums" for more information.)
- For an Eligible Dependent on the date that person no longer meets the definition of an Eligible Dependent.
- On the day in which a final decree of legal separation, divorce, annulment or dissolution of the marriage is filed, a Policyholder's spouse will no longer be eligible for coverage.
- When the Policyholder no longer resides or lives in the Service Area.
- Upon ninety (90) days prior notice if Medical Mutual no longer offers this particular type of health plan coverage in the individual market in the State of Ohio. In that event, Medical Mutual will offer to the Policyholder the option to purchase any other individual health insurance coverage currently being offered by Medical Mutual in the individual market in the State of Ohio.
- Upon one-hundred eighty (180) days prior notice to each Covered Person and the Ohio Department of Insurance if Medical Mutual ceases to offer coverage in the individual market in the State of Ohio. In that event, Medical Mutual will comply with all provisions of the Ohio insurance statutes and regulations regarding such event.
- 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 materially misrepresents information provided to Medical Mutual or commits fraud or forgery.

### 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.

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.

**Right of Family Members to Continue Coverage**

Continuation of coverage is available to the Policyholder's Eligible Dependents when one of the following occurs:

- the Policyholder dies; or
- upon divorce, legal separation, annulment, or a dissolution of marriage between the Policyholder and his or her spouse.

Continuation is not available when:

- a family member is eligible for Medicare or any other similar federal or state health insurance program; or
- the Policyholder's coverage is terminated for nonpayment of premium, nonrenewal of the Policy, or the expiration of the term for which the Policy is issued.

Continuation of coverage will be available through a separate policy or through continuation of the existing Policy, as determined by Medical Mutual. The benefits offered for continuation may be different from the coverage provided under this Policy. Written application and payment of premium must be made to Medical Mutual no later than 31 days after coverage under this Policy would otherwise stop. No evidence of insurability will be required to obtain continuation of coverage.

## 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.

## Premiums

**Grace Period and Cancellation for Non-Payment and Reinstatement**

For further periods of coverage, the required premiums must be paid in advance or within the grace period.

The grace period is a period of 31 days after the date premium is due, unless the Policyholder is receiving advance payment of a premium tax credit through the Exchange Marketplace, as described below. If we do not receive your premium within this grace period, your coverage will end effective on the due date for which the required premium was not received.

Grace period for Covered Persons receiving premium tax credit (not applicable to Catastrophic Plans): a three (3) month grace period applies. This three-month grace period applies only to Policyholders who have already paid their share of one month's premium in full. If the Policyholder makes all outstanding premium payments, subject to any premium payment threshold made available by Medical Mutual, before the end of the three (3) month grace period, the Policyholder's coverage under the plan remains intact. However, if the Policyholder exhausts the three (3) month grace period without making all outstanding premium payments, Medical Mutual will terminate coverage, with notice. The grace period will not be extended by paying only a portion of the outstanding premium. If coverage is terminated for non-payment of premium, the last day of coverage will be the last day of the first month of the grace period. Medical

Mutual will deny payment of claims incurred during the second and third months of the grace period if the Policyholder exhausts the grace period without paying the full amount of premium due.

Your billing statement from Medical Mutual may be used to provide the Policyholder with final notice of cancellation of coverage.

If your coverage is cancelled for non-payment of premium, you may apply for reinstatement of coverage within 60 days after the date notice of cancellation is mailed to you. We will reinstate your coverage, continuous from the date of cancellation, if we determine that your failure to pay the premium was due to extenuating circumstances, such as being incapacitated, and you pay all premiums required for reinstatement of coverage. If your coverage with Medical Mutual is through the Exchange Marketplace, and is cancelled for non-payment of premium, the Exchange Marketplace will decide if coverage may be reinstated.

**Change in Premium**

We may change premiums for this Policy by notifying you at least 30 days in advance of the premium change.

**Taxes, Fees or Other Charges**

Medical Mutual may be subject to taxes, fees or other charges imposed by state or federal government laws or regulations. To the extent permitted by law, Medical Mutual will include such charges, or an estimate of such charges if the actual amount is not known, in your premiums or may show them as a separate line item on your invoice. Medical Mutual reserves the right to adjust your premium or monthly billing during your coverage period, in order to accommodate the payment of such fees, taxes or other charges.

**Insufficient Funds**

If a check written, or electronic payment made, is returned to Medical Mutual by your financial institution for insufficient funds, Medical Mutual reserves the right to charge you a returned item fee up to the maximum allowed by applicable law.

## Entire Contract, Changes in Coverage and Obligation to Notify

This Policy, with the Schedule of Benefits, Riders, endorsements and Application, constitutes the entire contract of insurance. The benefits provided by this Policy may be changed or revised at any time. If the provisions of this Policy are changed or revised, you will be given at least 60 days notice prior to the changes becoming effective. If you continue paying the Premium, it is conclusively determined that you have accepted the changes.

If you are receiving Covered Services under this Policy at the time your new benefits become effective, we will only provide benefits to the extent that they continue to be Covered Services under the new benefits.

No change in this Policy will be effective until approved by an authorized officer of Medical Mutual. This approval must be endorsed or attached to the Policy. No agent or representative of Medical Mutual, other than an officer, may change this Policy or waive any of its provisions.

## Time Limit on Certain Defenses

After coverage under this Policy has been in force for a period of two (2) years, no misstatements, except fraudulent misstatements, made by the applicant in the application for this coverage shall be used to void this coverage or to deny a claim for loss Incurred or disability (as defined in this Policy) commencing after the expiration of the two (2) year period.

## Change of Beneficiary

The right to change of beneficiary is reserved to the Covered Person, and the consent of the beneficiary(ies) shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary(ies), or to any other changes in this Policy.

## Cancellation

You may cancel this coverage at any time by giving written notice to Medical Mutual.

This coverage will be cancelled on the date the notice is received or on such later date as specified in the notice.

Coverage will end on the date requested by the Policyholder if Medical Mutual receives the request at least fourteen (14) days prior to the requested termination date. If Medical Mutual does not receive at least fourteen (14) days' advance notice, coverage will end fourteen (14) days after the termination date requested by the Policyholder.

We will return the unearned portion of any paid premium. This amount will be on a pro-rata basis.

We may not cancel or non-renew this coverage, except as provided in the General Provision describing Grace Period and Cancellation for Non-Payment and Reinstatement, or in the General Provision for Termination of Coverage. Cancellation will be without prejudice to any claim for Covered Services Incurred prior to the effective date of cancellation and will not affect claims you Incur before your coverage ends.

**Fraud**

We may void, terminate, refuse to renew, or modify this coverage, or deny any claim, in whole or in part, for any of the following reasons:

- If you try to obtain benefits to which you know you are not entitled;
- If you help someone try to obtain benefits to which you know that person is not entitled;
- For misrepresentation, fraud or forgery relating to Covered Services;
- For misrepresentation, fraud or forgery relating to the Application;
- For unauthorized use of the identification card issued to you to obtain benefits to which you or another person is not entitled.

**Misstatement of Age**

If the age of the Policyholder has been misstated, we may require you to pay the deficiency in premiums, if any, from the effective date of this Policy based on the Policy Holders' correct age.

## Notice

Any notice from you concerning this Policy will be sufficient if sent to:

Medical Health Insuring Corporation of Ohio (Medical Mutual)
3737 Sylvania Avenue
Toledo, Ohio 43623

Any notice to you concerning this Policy will be sufficient if sent to the Policyholder at the last address shown on our records.

**No Guaranty Fund Protection**

Medical Mutual's HIC is not part of a guaranty fund. Accordingly, you are protected only to the extent of the hold harmless provision included in Medical Mutual's HIC contracts. In the event of the insolvency of Medical Mutual's HIC, you may be financially responsible for health care services rendered by a Provider or a facility that is not under contract with Medical Mutual's HIC, whether or not Medical Mutual's HIC authorized the use of the Provider or facility.

In addition, in the event Medical Mutual's HIC becomes insolvent or discontinues its operations:

1. Outpatient procedures.
    a. the Provider or health care facility will continue to provide Covered Services to Covered Persons as needed to complete any Medically Necessary procedures commenced but unfinished at the time of the insolvency or discontinuance of operations. The completion of a Medically Necessary procedure includes the rendering

of all Covered Services that constitute Medically Necessary follow-up care for that procedure. Such coverage will not continue beyond:

1. The end of the thirty-day period following the entry of a liquidation order under Chapter 3903 of the Ohio Revised Code;
2. The end of the Covered Person's period of coverage for a contractual prepayment or premium;
3. The date on which the Covered Person obtains equivalent coverage with another health insuring corporation or insurer, or the Covered Person's employer obtains such coverage for the Covered Person;
4. The date on which the Covered Person or the Covered Person's employer terminates coverage under the contract;
5. The date on which a liquidator effects a transfer of the health insuring corporation's obligations under the contract.

2. Inpatient Hospitalizations.

If a Covered Person is receiving Necessary Inpatient care at a Hospital, Providers and health care facilities will continue to provide Covered Services to the Covered Person as needed, as described in the provision entitled "Benefits After Termination of Coverage," but coverage will continue only until the end of the 30-day period after the health insuring corporation's insolvency or discontinuance of operations.

# DOMESTIC PARTNER RIDER

This Rider amends your Policy. Except as amended, your Policy remains unchanged. When coverage under your Policy ends, coverage under this Rider also ends.

## DEFINITIONS

1. The following definition is added:

   **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.

2. The definition of "Immediate Family" is deleted in its entirety, and replaced with the following:

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

## ELIGIBILITY

The "Eligibility" provision is amended as follows:

Eligible Dependents include:

- the Policyholder's Domestic Partner;

  To be considered an eligible Domestic Partner, the Policyholder 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 Policyholder must provide a Domestic Partner Declaration, with supporting documentation, to Medical Mutual prior to enrolling the dependent Domestic Partner.

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

The "Special Enrollment" provision is amended as follows:

The triggering event listed that states:

- "When you gain or become a dependent through marriage, birth, adoption, placement for adoption, placement in foster care, or when you are required to cover a child pursuant to a court order."

Does not apply to becoming a dependent through a Domestic Partnership. New Domestic Partners may only be added during open enrollment.

## GENERAL PROVISIONS

1. The "Termination of Coverage" provision is amended to included the following:

   Your coverage stops on the date a Policyholder's Domestic Partnership terminates, the Domestic Partner will cease to be eligible for coverage.

2. The provision for "Right of Family Members to Continue Coverage" does not apply to Domestic Partners, as continuation coverage is not available.

# OHIO GUARANTY ASSOCIATION NOTICE

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy. Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

Ohio Life and Health Insurance Guaranty Association
5005 Horizons Drive, Suite 200
Columbus, Ohio 43220

Ohio Department of Insurance
50 W. Town Street
Third Floor, Suite 300
Columbus, Ohio 43215

# Multi-Language Interpreter Services & Nondiscrimination Notice

This document notifies individuals of how to seek assistance if they speak a language other than English.

**Spanish**

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

**Chinese**

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

**German**

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

**Arabic**

ملحوظة:إذاكنت تتحدث اذكر اللغة،فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم (711).

**Pennsylvania Dutch**

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-382-5729 (TTY: 711).

**Russian**

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

**French**

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

**Vietnamese**

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

**Navajo**

Díí baa akó nínízin: Díí saad bee yáníłti' go Diné Bizaad, saad bee áká'ánída'áwo'dęę', t'áá jiik'eh, éí ná hóló, kojį' hódíílnih 1-800-382-5729 (TTY: 711).

**Oromo**

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

**Korean**

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

**Italian**

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

**Japanese**

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711) まで、お電話にてご連絡ください。

**Dutch**

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

**Ukrainian**

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

**Romanian**

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

**Tagalog**

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

Please Note: Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or MedMutual Life Insurance Company.

Order Number: Z8188-MCA R4/19
Dept of Ins. Filing Number: Z8188-MCA R9/16

**QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.**

## Nondiscrimination Notice

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

**If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.**

**Civil Rights Coordinator**
Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900

**Email:** CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
  ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
  U.S. Department of Health and Human Services
  200 Independence Avenue, SW Room 509F
  HHH Building
  Washington, DC 20201-0004
- By phone at:
  1-800-368-1019 (TDD: 1-800-537-7697)
- Complaint forms are available at:
  hhs.gov/ocr/office/file/index.html

Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or MedMutual Life Insurance Company.