

**2025 SUMMARY PLAN DESCRIPTION FOR:**  
**MACHINISTS HEALTH AND WELFARE TRUST FUND**



**Group Number: 10009613**

**Retiree Plan**



**Regence**

Regence BlueShield serves select counties in the state of Washington and is an Independent Licensee of the Blue Cross and Blue Shield Association

## **NONDISCRIMINATION NOTICE**

Regence complies with applicable Federal and Washington state civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sex, sexual orientation or gender identity. Regence does not exclude people or treat them less favorably because of race, color, national origin, age, disability, sex, sexual orientation or gender identity.

### **Regence:**

**Provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:**

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats).

**Provides free language assistance services to people whose primary language is not English, which may include:**

- Qualified interpreters
- Information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact the Civil Rights Coordinator.

If you believe that Regence has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, sex, sexual orientation or gender identity, you can file a grievance. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

### **Customer Service**

Civil Rights Coordinator  
PO Box 1106  
Lewiston, ID 83501-1106  
Phone: 1-888-344-6347, (TTY: 711)  
Fax: 1-888-309-8784  
Email: CS@regence.com

### **Medicare Customer Service**

Phone: 1-800-541-8981 (TTY: 711)  
Email: medicareappeals@regence.com

### **VSP Customer Service**

Phone: 1-844-299-3041  
TTY: 1-800-428-4833

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 <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at  
<http://www.hhs.gov/ocr/office/file/index.html>

You can also file a civil rights complaint with the Washington State Office of the Insurance Commissioner, electronically through the Office of the Insurance Commissioner Complaint portal available at <https://www.insurance.wa.gov/file-complaint-or-check-your-complaint-status>, or by phone at 800-562-6900, 360-586-0241 (TDD).

Complaint forms are available at  
<https://fortress.wa.gov/oic/onlineservices/cc/pub/complaintinformation.aspx>

## Language assistance

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-344-6347 (TTY: 711).

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 1-888-344-6347 (TTY: 711)。

**CHÚ Ý:** Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-888-344-6347 (TTY: 711).

주의: 한국어를 사용하시는 경우, 언어 지원  
서비스를 무료로 이용하실 수 있습니다. 1-888-  
344-6347 (TTY: 711) 번으로 전화해 주십시오.

**PAUNAWA:** Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-888-344-6347 (TTY: 711).

**ВНИМАНИЕ:** Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-344-6347 (телефон: 711).

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-344-6347 (ATS : 711)

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。1-888-344-6347  
(TTY:711) まで、お電話にてご連絡ください。

Díí baa akó nínízin: Díí saad bee yánílti'go **Diné Bizaad**, saad bee áká'ánida'áwo'déé', t'áá jiik'eh, éí ná hóló, koji' hódíílnih 1-888-344-6347 (TTY: 711.)

FAKATOKANGA'I: Kapau 'oku ke Lea-Fakatonga, ko e kau tokoni fakatonu lea 'oku nau fai atu ha tokoni ta'etotongi, pea te ke lava 'o ma'u ia. ha'o telefonimai mai ki he fika 1-888-344-6347 (TTY: 711)

**OBAVJEŠTENJE:** Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-888-344-6347 (TTY- Telefon za osobe sa oštećenim govorom ili slušom: 711)

ប្រយោជន៍ បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ,  
សេវាដំឡើងយោងទៅភាសា ដោយមិនគិតគូល  
គឺអាជមានសំរាប់រឿងគ្រី ចូរ ទូរសព្ទ 1-888-344-  
6347 (TTY: 711)<sup>៤</sup>

ਪਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ  
ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-888-344-  
6347 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ।

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachdienstleistungen zur Verfügung. Rufnummer: 1-888-344-6347 (TTY: 711)

ማስታወሻ:- የሚገኘው ቅጽ አማርኛ ከሆነ የተጠየቀ አርዲታ  
ድርጅቶች፡ በንግድ ላይ የሚከተሉት ተዘጋጀተዋል፡ በሚከተለው ቅጽ  
ይደውሉ 1-888-344-6347 (መስማት ለተሳናቸው፡- 711)::

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-888-344-6347 (телефон: 711)

ध्यान दिनुहोसः तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्निति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस 1-888-344-6347 (टिटिवाइ: 711

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-888-344-6347 (TTY: 711)

MAANDO: To a waawi [Adamawa], e woodi ballooji-ma to ekkitaaki wolde caahu. Noddu 1-888-344-6347 (TTY: 711)

โปรดทราบ: ถ้าคุณพูดภาษาไทย  
คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-888-  
344-6347 (TTY: 711)

ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການອ່ອນເຫຼືອດັນພາສາ, ໂດຍບໍ່ເສັງຄ່າ, ແມ່ນມີຜົນມີຫຼັກ. ນີ້ແມ່ນ 1-888-344-6347 (TTY: 711)

Afaan dubbattan Oroomiffaa tiif, tajaajila gargaarsa afaanii tola ni jira. 1-888-344-6347 (TTY: 711) tiin bilbilaa.

**توجه:** اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با (TTY: 711) 1-888-344-6347 تماس بگیرید.

ملحوظة: إذا كنت تتحدث فاذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-888-344-6347 (رقم هاتف الصم والبكم TTY: 711)

# Introduction

Welcome to participation in the self-funded group health plan (hereafter referred to as "Plan") provided for You by the Machinists Health and Welfare Trust Fund. The Machinists Health and Welfare Trust Fund has chosen Regence BlueShield to administer claims for Your group health plan. Throughout this Summary Plan Description, the Machinists Health and Welfare Trust Fund may be referred to as the "Plan Sponsor."

## TRUST PAID BENEFITS

Your Plan is administered by Regence BlueShield (usually referred to as the "Claims Administrator" in this Summary Plan Description). This means that the Machinists Health and Welfare Trust Fund, not Regence BlueShield, pays for Your covered medical services and supplies. Your claims will be paid only after the Machinists Health and Welfare Trust Fund provides Regence BlueShield with the funds to pay Your benefits and pay all other charges due under the Plan. The Claims Administrator provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

Because of their extensive experience and reputation of service, Regence BlueShield has been chosen as the Claims Administrator of Your Plan.

The following pages are the Summary Plan Description, the written description of the terms and benefits of coverage available under the Plan. This Summary Plan Description is effective August 1, 2025, or the date after that on which Your coverage became effective. This Summary Plan Description replaces any plan description, Summary Plan Description or certificate previously issued by Regence BlueShield and makes it void.

Keep in mind that references to "You" and "Your" refer to both the Participant and Beneficiaries (except that in the Eligibility and Enrollment, When Coverage Ends, and COBRA Continuation of Coverage sections, where applicable, the terms "You" and "Your" mean the Participant only). The term "Agreement" refers to the administrative services contract between the Plan Sponsor and the Claims Administrator. Other terms are defined in the Definitions section or where they are first used and are designated by the first letter being capitalized.

## NON-GRANDFATHERED

This coverage is a "non-grandfathered health plan" under the Patient Protection and Affordable Care Act (PPACA).

This Plan may be governed by the Employee Retirement Income Security Act (ERISA). Throughout the Summary Plan Description, references to "ERISA" will apply only if the Plan is part of an employee welfare benefit plan regulated under ERISA.

Federal law mandates coverage for certain breast reconstruction services in connection with a covered mastectomy. See Women's Health and Cancer Rights in the General Provisions Section of this Summary Plan Description for details.

## TO ELIGIBLE PARTICIPANTS:

We are pleased to present You with this new Summary Plan Description which contains the amended and restated Machinists Health and Welfare Trust Fund ("Trust Fund") benefits plan.

We encourage You to read this Summary Plan Description carefully so that You are familiar with Your plan benefits. If You have any questions, please contact the Administration Office at 1 (206) 441-7574.

Board of Trustees  
Machinists Health and Welfare Trust Fund

## IMPORTANT

No employer or local union, no representative of any employer or local union, and no individual Trustee is authorized to interpret the Plan, nor can any such person act as an agent of the Board of Trustees to guarantee benefit payments. No agreement between an employer and a union may change, override or

otherwise affect the Plan in any other way, except as the Board of Trustees may permit by resolution and subsequent revision of the Plan underwritten by the Trust Fund.

The Trust Fund provides benefits to the extent that money is available to continue the Agreement with Regence BlueShield. The Plan is not guaranteed to continue indefinitely. The Board of Trustees may authorize amendments to the Plan, including amendments that affect the eligibility rules and the amount and nature of benefits. Amendments may be made on a prospective basis. The Board of Trustees also has the authority to terminate the Plan at any time according to the terms of the Agreement with Regence BlueShield.

If You have any questions regarding this Plan, You may contact the Administration Office. If You have questions regarding Your benefits, please contact the Claims Administrator's Customer Service at 1 (866) 240-9580. Telephone contact with the Administration Office does not guarantee eligibility for benefits or benefit payments.

Please keep the Administration Office informed of any change of address, dependent status, or beneficiary designation. All changes as described in the Eligibility and Enrollment Section of this Summary Plan Description should be submitted to the Administration Office on an enrollment form or on subsequent change forms.

The Trust Fund has chosen Regence BlueShield to administer the benefits of this health plan.

## **CLAIMS ADMINISTRATOR'S CONTACT INFORMATION**

**Customer Service:** 1 (866) 240-9580  
(TTY: 711)

Phone lines are open Monday – Friday 5 a.m. – 8 p.m. and Saturday 8 a.m. – 4:30 p.m., Pacific Time.

Contact Customer Service:

- if You have questions;
- if You would like to learn more about Your coverage;
- to request a copy of Your identification card or print a copy via the Claims Administrator's website if You have not received or have lost Your identification card;
- if You would like to request written or electronic information regarding any other plan that the Claims Administrator offers;
- to talk with one of the Claims Administrator's Customer Service representatives;
- via the Claims Administrator's website, **regence.com**, to submit a claim online or chat live with a Customer Service representative;
- to access a list of contracted health care benefit managers acting on the Claims Administrator's behalf in the utilization of health care services, which can be found at **regence.com/member/members/member-notices**; or
- for assistance in a language other than English.

**Case Management:** Case managers assess Your needs, develop plans, coordinate resources and negotiate with Providers. For additional information refer to the Medical Benefits Section or call Case Management at 1 (866) 543-5765.

**BlueCard® Program:** This unique program enables You to access Hospitals and Physicians when traveling outside the four-state area Regence BlueShield serves (Idaho, Oregon, Utah and Washington), as well as receive care in 200 countries around the world. Call Customer Service to learn how to have access to care through the BlueCard Program.

# Using Your Summary Plan Description

## ACCESSING PROVIDERS

For each benefit, the Provider You may choose and Your payment amount for each Provider option is indicated. See the Definitions Section for a complete description of Categories 1, 2 and 3. You can go to [regence.com](http://regence.com) for further Provider network information.

- **Category 1.** Choosing preferred Providers saves You the most in Your out-of-pocket expenses. Preferred Providers will not bill You for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services.
- **Category 2.** Choosing participating Providers means Your out-of-pocket expenses will be higher than choosing a preferred Provider. Participating Providers will not bill You for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services.
- **Category 3.** Choosing nonparticipating Providers means Your out-of-pocket expenses will be higher than choosing a preferred or participating Provider. Also, a nonparticipating Provider may bill You for balances beyond any Deductible, Copayment and/or Coinsurance. This is referred to as balance billing.

## ADDITIONAL ADVANTAGES OF PARTICIPATION

The Claims Administrator provides access to discounts on select items and services, personalized health care planning information, health-related events and innovative health-decision tools, as well as a team dedicated to Your personal health care needs. You also have access to the Claims Administrator's website and mobile application to help You navigate Your way through health care decisions. For access, You just set up Your free account once and it is always up to You whether to participate. **THESE SERVICES ARE VOLUNTARY, NOT INSURANCE AND ARE OFFERED IN ADDITION TO THE BENEFITS IN YOUR SPD.** Additional information about some programs and services can be found in the Value-Added Services Appendix at the end of the SPD.

- **Go to regence.com** or the Claims Administrator's mobile application. You can use the Claims Administrator's secure applications to:
  - view recent claims, benefits and coverage;
  - find a contracting Provider or identify Participating Pharmacies;
  - use tools to estimate upcoming health care costs and otherwise help You manage health care expenses;
  - get suggestions to improve or maintain wellness and participate in self-guided motivational online wellness programs;
  - learn about prescriptions for various illnesses; and
  - access information about Regence Advantages. Regence Advantages is a discount program that gives You access to savings on a variety of health-related products and services. The Claims Administrator has contracted with several program partners, listed on the secure applications, to offer discounts on their products and services, such as hearing care, health and wellness products and vision care.\*

\*Note that if You choose to access these discounts, You may receive savings on an item or service that is covered by Your health plan, that also may create savings or administrative fees for the Claims Administrator. Any such discounts or coupons are complements to the group health plan, but are not insurance.



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## Understanding Your Benefits

This section provides information to help You understand the terms Maximum Benefits, Deductibles, Copayments, Coinsurance and Out-of-Pocket Maximum. These terms are types of cost-sharing specific to Your benefits. You will need to refer to the Medical Benefits and Prescription Medications Sections to see what Your benefits are.

### **MAXIMUM BENEFITS**

Some Covered Services may have a specific Maximum Benefit. Those Covered Services will be provided until the specified Maximum Benefit (which may be a number of days, visits, services, supplies, dollar amount, or specified time period) has been reached. Refer to the benefits sections to determine if a Covered Service has a specific Maximum Benefit.

You will be responsible for the total billed charges for Covered Services that are in excess of any Maximum Benefits. You will also be responsible for charges for any other services or supplies not covered by this Plan, regardless of the Provider rendering such services or supplies.

### **DEDUCTIBLES**

The Deductible is the amount You must pay each Calendar Year before the Plan will provide payments for Covered Services. Only Allowed Amounts for Covered Services are applied to satisfy the Deductible. There is an individual amount and a Family Deductible amount.

The Family Deductible is satisfied when any combination of Family members' payments toward each of their individual Deductibles total the Family Deductible amount. No one Family member may contribute more than their individual Deductible amount toward the Family Deductible in a Calendar Year. A Family member does not have to satisfy their individual Deductible if the Family Deductible has already been satisfied.

The Plan does not pay for services applied toward the Deductible. Refer to the benefits section to see what Covered Services are subject to the Deductible. Except as specifically noted otherwise, any amounts You pay for non-Covered Services, Copayments, or amounts in excess of the Allowed Amount do not apply toward the Deductible.

If Covered Services are incurred during the last three months of a Calendar Year and are applied toward the Deductible for that year, then any amount for Covered Services applied toward the Deductible during the last three months will be carried forward and applied toward the Deductible for the following year. If the amount applied toward the Deductible for a Claimant in the last three months of a Calendar Year is greater than the Claimant's individual Deductible in the following year (because the following year's Deductible is lower), then the Claimant's individual Deductible for that following year is met. Further, the full amount applied toward the Claimant's individual Deductible in the last three months of the previous year is applied to the Family Deductible for the following year.

### **COPAYMENTS**

Copayments are a specific dollar amount that You pay directly to the Provider at the time You receive a specified service.

A Provider may or may not request any applicable Copayment at the time of service. Refer to the benefit sections to see what Covered Services are subject to a Copayment.

### **COINSURANCE (PERCENTAGE YOU PAY)**

Your Coinsurance is the percentage You pay when the Plan's payment is less than 100 percent. The Coinsurance varies, depending on the service or supply You received and who rendered it. Your Coinsurance applies once You have satisfied the Deductible and/or any applicable Copayment for Covered Services up to any Maximum Benefit. Your Coinsurance will be based upon the lesser of either the billed charges or the Allowed Amount. The Plan does not reimburse Providers for charges above the Allowed Amount.

A preferred or participating Provider will not charge You for any balances for Covered Services beyond Your applicable Deductible, Copayment, and/or Coinsurance amount. Nonparticipating Providers may bill You for any balances over the Plan's payment level in addition to any Deductible, Copayment, and/or Coinsurance amount (referred to as balance billing).

### **OUT-OF-POCKET MAXIMUM**

The Out-of-Pocket Maximum is the most You could pay in a Calendar Year for Covered Services. Your payments of any Deductible, Copayments, and/or Coinsurance apply to the Out-of-Pocket Maximum, unless specified otherwise Deductible, Copayment and/or Coinsurance as indicated in the Medical Benefits section. There is an individual Out-of-Pocket Maximum amount and a Family Out-of-Pocket Maximum amount.

The Family Out-of-Pocket Maximum is satisfied when any combination of Family members' payments of their cost-shares for Covered Services total the Family Out-of-Pocket Maximum. No one Family member may contribute more than their individual Out-of-Pocket Maximum amount toward the Family Out-of-Pocket Maximum in a Calendar Year. A Family member does not have to satisfy their individual Out-of-Pocket Maximum if the Family Out-of-Pocket Maximum has already been satisfied.

Any amounts You pay for non-Covered Services, repair of teeth, or amounts in excess of the Allowed Amount do not apply toward the Out-of-Pocket Maximum. You will continue to be responsible for amounts that do not apply toward the Out-of-Pocket Maximum, even after You reach the Out-of-Pocket Maximum.

Once You reach the Out-of-Pocket Maximum, benefits subject to the Out-of-Pocket Maximum will be paid at 100 percent of the Allowed Amount for the remainder of the Calendar Year. The Coinsurance does not change to a higher payment level or apply to the Out-of-Pocket Maximum for some benefits. Refer to the benefit sections to determine if a Covered Service does not apply to the Out-of-Pocket Maximum.

### **HOW CALENDAR YEAR BENEFITS RENEW**

The Deductible, Out-of-Pocket Maximum and Maximum Benefits are calculated on a Calendar Year basis. Each January 1, those Calendar Year maximums begin again. Some benefits have a separate Maximum Benefit based upon a Claimant's Lifetime and do not renew every Calendar Year.

If the Plan renews on a day other than January 1 of any year, any Deductible or Out-of-Pocket Maximum amounts You satisfied before the Plan's renewal date will carry over into the next plan year. If the Deductible and/or Out-of-Pocket Maximum amount increase during the Calendar Year, You will need to meet the new requirement minus any amount already satisfied from the previous plan during the same Calendar Year.

## Medical Benefits

This section explains Your benefits and cost-sharing responsibilities for Covered Services. Referrals are not required before You can use any of the benefits of this coverage, including women's health care services. Nothing contained in this SPD is designed to restrict Your choice of Provider for care or treatment of an Illness or Injury. All benefits are listed alphabetically, with the exception of Preventive Care and Immunizations, Office or Urgent Care Center Visits – Illness or Injury, Radiology and Laboratory Services and Other Professional Services.

Medical services and supplies must be Medically Necessary for the treatment of an Illness or Injury (except for any covered preventive care) and received from a Provider practicing within the scope of their license. Benefits for Gender Affirming Treatment are covered the same as any other Covered Services (to the extent such services are permitted under applicable law), regardless of an individual's sex assigned at birth, gender identity or expression. All covered benefits are subject to the limitations, exclusions and provisions of this Plan. In some cases, benefits or coverage may be limited to a less costly and Medically Necessary alternative item. A Health Intervention may be medically indicated or otherwise be Medically Necessary, yet not be a Covered Service. See the Definitions Section for descriptions of Medically Necessary and the types of Providers who deliver Covered Services.

If benefits change while You are in the Hospital (or any other facility as an inpatient), coverage will be provided based upon the benefit in effect when the stay began.

Reimbursement may be available for new medical supplies, equipment, and devices You purchase from a Provider or from an approved Commercial Seller, even though that seller is not a Provider. New medical supplies, equipment, and devices, such as a breast pump or wheelchair, purchased through an approved Commercial Seller are covered at the Category 1 benefit level, with reimbursement based on the lesser of either the amount paid to a preferred Provider for that item or the retail market value for that item. To learn more about how to access an approved Commercial Seller and reimbursable new retail medical supplies, equipment, and devices, visit the Claims Administrator's website or contact Customer Service.

If You choose to access new medical supplies, equipment, and devices through the Claims Administrator's website, the Claims Administrator may receive administrative fees or similar compensation from the Commercial Seller and/or You may receive discounts or coupons for Your purchases. Any such discounts or coupons are complements to the group health plan, but are not insurance.

### CASE MANAGEMENT

Case management is a program designed to provide early detection and intervention in cases of serious Illness or Injury that have the potential for continuing major or complex care. Case managers are experienced, licensed health care professionals. They will provide information, support and guidance and will work with Your Physicians or other health care professionals in supporting Your treatment plan and proposing alternative benefits.

### PREAUTHORIZATION

Some Covered Services may require preauthorization. Those services require contracted Providers to obtain preauthorization from the Claims Administrator before providing such services to You. You will not be penalized if the contracted Provider does not obtain preauthorization from the Claims Administrator in advance and the service is determined to be not covered. Non-contracted Providers are not required to obtain preauthorization from the Claims Administrator prior to providing services.

You may be responsible for the cost of services provided by a non-contracted Provider if those services are not Medically Necessary or a Covered Service. You may request that a non-contracted Provider preauthorize services on Your behalf to determine Medical Necessity prior to receiving those services.

A complete list of services and supplies that must be preauthorized may be obtained from the Claims Administrator by visiting the Claims Administrator's website at: [regence.com/web/regence\\_provider/pre-authorization](http://regence.com/web/regence_provider/pre-authorization) or by calling 1 (866) 240-9580.

## **Time Frame for Response**

You will be notified in writing within 15 calendar days of the Claims Administrator's receipt of the preauthorization request whether the request has been approved, denied or if more information is needed to make a determination.

## **When More Information is Needed to Make a Determination**

Additional information requested by the Claims Administrator must be received within 45 calendar days of the date on the letter requesting additional information. The Claims Administrator will notify You in writing of the determination within 15 calendar days of receipt of additional information or within 15 calendar days of the end of the 45-day period if no additional information is received.

If You or Your Physician believes that waiting for a determination under the standard time frame could place Your life, health or ability to regain maximum function in serious jeopardy, Your Physician should notify the Claims Administrator by phone or fax as a shorter time frame for response may apply.

Preadmission does not guarantee payment. The Claim Administrator's reimbursement policies may affect how claims are reimbursed, and payment of benefits is subject to all Plan provisions, including eligibility for benefits at the time of services.

## **PREVENTIVE VERSUS DIAGNOSTIC SERVICES**

Covered Services may be either preventive or diagnostic. "Preventive" care is intended to prevent an illness, injury or to detect problems before symptoms are noticed. "Diagnostic" care treats, investigates or diagnoses a condition by evaluating new symptoms, following up on abnormal test results or monitoring existing problems.

Your Provider's classification of the service as either preventive or diagnostic and any other terms in this SPD will determine the benefit that applies. For example, colonoscopies and mammograms are covered in the Preventive Care and Immunizations benefit if Your Provider bills them as preventive and they fall within the recommendations identified in that benefit. Otherwise, colonoscopies and mammograms are covered elsewhere in the Medical Benefits Section. You may want to ask Your Provider why a Covered Service is being performed or requested.

## **CALENDAR YEAR DEDUCTIBLES**

**Per Claimant:** \$750

**Per Family:** \$2,250

## **CALENDAR YEAR OUT-OF-POCKET MAXIMUM**

**Per Claimant:** \$2,500

**Per Family:** \$12,700

## **PREVENTIVE CARE AND IMMUNIZATIONS**

Benefits will be covered if services are in accordance with age limits and frequency guidelines according to, and as recommended by, the United States Preventive Service Task Force (USPSTF), the Health Resources and Services Administration (HRSA), or by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC). In the event any of these bodies adopts a new or revised recommendation, this Plan has up to one year before coverage of the related services must be available and effective under this benefit.

For a complete list of services covered under this benefit, including information about how to access an approved Commercial Seller, obtaining a breast pump and instructions for obtaining reimbursement for a new breast pump purchased from an approved Commercial Seller, retailer, or other entity that is not a Provider, visit the Claims Administrator's website or contact Customer Service.

If You choose to access new medical supplies, equipment, and devices through the Claims Administrator's website, the Claims Administrator may receive administrative fees or similar compensation from the Commercial Seller and/or You may receive discounts or coupons for Your purchases. Any such discounts or coupons are complements to the group health plan, but are not insurance.

NOTE: Covered Services that do not meet these criteria (for example, diagnostic colonoscopies or diagnostic mammograms) will be covered elsewhere in the Medical Benefits Section. For a list of Covered Services, including information about obtaining a new breast pump from an approved Commercial Seller, visit the Claims Administrator's website or contact Customer Service.

### Preventive Care

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> No charge.	<b>Payment:</b> No charge.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Preventive care services provided by a professional Provider, facility or Retail Clinic such as:

- routine physical examinations, well-baby care, women's care (including screening for gestational diabetes), and health screenings including screening for obesity in adults with a body mass index (BMI) of 30 kg/m<sup>2</sup> or higher;
- intensive multicomponent behavioral interventions for weight management;
- Provider counseling and prescribed medications for tobacco use cessation;
- preventive mammography services, including tomosynthesis;
- depression screening for all adults, including screening for maternal depression; and
- immunizations for the purpose of travel, occupation, or residency in a foreign country;
- breastfeeding support and one new non-Hospital grade breast pump including its accompanying supplies per pregnancy, when obtained from a Provider (including a Durable Medical Equipment supplier) or a comparable new breast pump obtained from an approved Commercial Seller, even though that seller is not a Provider; and
- United States Food and Drug Administration (FDA) approved contraceptive and sterilization methods according to, and as recommended by HRSA, including, but not limited:
  - condoms;
  - diaphragm with spermicide;
  - sponge with spermicide;
  - cervical cap with spermicide;
  - spermicide;
  - oral contraceptives (combined pill, mini pill, and extended/continuous use pill);
  - contraceptive patch;
  - vaginal ring;
  - contraceptive shot/injection;
  - emergency contraceptives (both levonorgestrel and ulipristal acetate-containing products);
  - intrauterine devices (both copper and those with progestin);
  - implantable contraceptive rod;
  - surgical implants; and
  - surgical sterilization procedures for women.

Prostate cancer screening is covered when recommended by a Physician or Practitioner. Covered Services for prostate cancer screening include digital rectal exams and prostate-specific antigen (PSA) tests.

See the Preventive and Self-Administrable Cancer Chemotherapy Medications section in this Summary Plan Description for a description of how to obtain the preventive and self-administrable cancer chemotherapy medications. Coverage for all such services is provided only for preventive care as designated above (which designation may be modified from time to time).

**Immunizations – Adult**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> No charge.	<b>Payment:</b> No charge.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Immunizations for adults are covered according to, and as recommended by, the USPSTF and the CDC.

**Immunizations – Childhood (Through 18 Years of Age)**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> No charge.	<b>Payment:</b> No charge.	<b>Payment:</b> You pay 0% of the Allowed Amount and You pay any balance of billed charges.

Immunizations for children (through 18 years of age) are covered according to, and as recommended by, the USPSTF and the CDC.

**PROFESSIONAL SERVICES**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and may be balance billed.

Professional services and supplies include the following:

**Diagnostic Procedures**

Services for diagnostic procedures including services to diagnose infertility, cardiovascular testing, pulmonary function studies, stress tests, sleep studies and neurology/neuromuscular procedures are covered.

**Medical Services and Supplies**

Professional services, second opinions and supplies are covered, including the services of a Provider whose opinion or advice is requested by the attending Provider.

Services and supplies also include:

- treatment of a congenital anomaly;
- Virtual Care service Facility Fees;
- foot care associated with diabetes; and
- Medically Necessary foot care obtained from a professional Provider due to hazards of a systemic condition causing severe circulatory dysfunction or diminished sensation in the legs or feet. Voluntary second surgical opinions (which may include office visits, review of pathology/radiology reports or radiological services) are covered and are not subject to any Deductible or Coinsurance.

Additionally, certain Medically Necessary supplies (for example, compression stockings, active wound care supplies and sterile gloves) that are new and obtained from an approved Commercial Seller.

Benefits for eligible new supplies will be covered up to the Category 1 benefit level, with reimbursement based on the lesser of either the amount paid to a preferred Provider or the retail market value. To verify eligible new medical supplies, find an approved Commercial Seller, instructions for claiming benefits or for additional information on Covered Services, visit the Claims Administrator's website or contact Customer Service.

## **Office and Urgent Care Center Visits**

Office (including home, Retail Clinic or Hospital outpatient department) and urgent care center visits are covered for treatment of Illness or Injury. Coverage does not include other professional services performed in the office or urgent care center that are specifically covered elsewhere in the Medical Benefits Section, including, but not limited to, separate Facility Fees or outpatient radiology and laboratory services billed in conjunction with the visit.

## **Professional Inpatient**

Professional inpatient or comparable mobile visits for treatment of Illness or Injury are covered. If You are admitted as an inpatient to a Category 1 Hospital and the admitting Practitioner also is Category 1, then benefits for associated Covered Services provided during the admission by a Category 2 or 3 Hospital-based Practitioner (for example, anesthesiologist, radiologist, pathologist, surgical assistant, etc.) are eligible for coverage at the Category 1 level. Contact Customer Service for further information and guidance.

## **Radiology and Laboratory**

Diagnostic services, including complex imaging, for treatment of Illness or Injury. This includes Medically Necessary genetic testing, prostate screenings, colorectal laboratory tests and mammography services not covered in the Preventive Care and Immunizations benefit.

Diagnostic and supplemental breast examinations are also covered, including the following services:

- diagnostic mammography, including tomosynthesis;
- breast magnetic resonance imaging (MRI); and
- breast ultrasounds.

Diagnostic and supplemental breast examinations that meet the following criteria are not subject to any cost-sharing when received from a Category 1 or 2 Provider (services from a Category 3 Provider are not subject to Deductible and covered at 100% of the Allowed Amount, subject to balance billing):

- diagnostic breast examinations used to evaluate an abnormality seen or suspected from a screening for breast cancer, or detected by another means of examination; and
- supplemental breast examinations used to screen for breast cancer when no abnormality is seen or suspected, based on personal or family medical history or additional factors that may increase the risk of breast cancer.

"Complex imaging" means:

- bone density screening;
- computerized axial tomography (CT or CAT) scan;
- magnetic resonance angiogram (MRA);
- magnetic resonance imaging (MRI);
- positron emission tomography (PET); and
- single photon emission computerized tomography (SPECT).

Generally, claims for independent clinical laboratory services will be submitted to the Blue plan in the location in which the referring Provider is located.

## **Surgical Services**

Surgical services and supplies including cochlear implants, vasectomies, and the services of a surgeon, an assistant surgeon and an anesthesiologist are covered. Medical colonoscopies are also covered. Preventive colonoscopies and colorectal cancer examinations are covered under the Preventive Care and Immunizations benefit.

Treatment of varicose veins is only covered when there is:

- active associated venous ulceration;
- objective documentation of persistent or recurrent bleeding from ruptured veins; or

- objective documentation of recurrent superficial phlebitis.

### **Therapeutic Injections**

Therapeutic injections, and related supplies, including clotting factor products, when given in a professional Provider's office.

### **ACUPUNCTURE**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.
<b>Limit:</b> 12 visits per Claimant per Calendar Year		

Acupuncture visits are covered. Acupuncture visits apply to the Maximum Benefit limit for these services, including acupuncture visits that are applied toward any Deductible. For acupuncture to treat Substance Use Disorder Conditions, refer to the Substance Use Disorder Services benefit in this Medical Benefits section.

### **AMBULANCE SERVICES**

Category: All
Provider: All
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.

Ambulance services to the nearest Hospital equipped to provide treatment are covered when any other form of transportation would endanger Your health and the transportation is not for personal or convenience purposes. Covered Services include licensed ground and air ambulance Providers. Claims for ambulance services must include the locations You were transported to and from. The claim should also show the date of service, the patient's name, the group and Your identification numbers.

### **AMBULATORY SURGICAL CENTER**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Outpatient services and supplies of an Ambulatory Surgical Center (including services of staff Providers) are covered for treatment of Illness or Injury.

### **APPROVED CLINICAL TRIALS**

If You are accepted as a trial participant in an Approved Clinical Trial, Your Routine Patient Costs in connection with an Approved Clinical Trial in which You are enrolled and participating are covered as specified in the Medical Benefits and Prescription Medications sections. If an Approved Clinical Trial is conducted outside Your state of residence, You may participate and benefits will be provided in accordance with the terms for other covered out-of-state care. Additional specified limits are as further defined.

### **Definitions**

The following definitions apply to this Approved Clinical Trials benefit:

Approved Clinical Trial means a phase I, phase II, phase III, or phase IV clinical trial conducted in relation to prevention, detection, or treatment of cancer or other Life-threatening Condition and that is a study or investigation:

- approved or funded by one or more of:
  - the National Institutes of Health (NIH), the CDC, the Agency for Health Care Research and Quality, the Centers for Medicare & Medicaid, or a cooperative group or center of any of those entities or a cooperative group or center of the Department of Defense (DOD) or the Department of Veteran's Affairs (VA);
  - a qualified non-governmental research entity identified in guidelines issued by the NIH for center approval grants; or
  - the VA, DOD, or Department of Energy, provided it is reviewed and approved through a peer review system that the Department of Health and Human Services has determined both is comparable to that of the NIH and assures unbiased review of the highest scientific standards by qualified individuals without an interest in the outcome of the review.
- conducted under an investigational new drug application reviewed by the FDA or that is a drug trial exempt from having an investigational new drug application.

Life-threatening Condition means a 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 items and services that typically are Covered Services for a Claimant not enrolled in a clinical trial, but do not include:

- an Investigational item, device, or service that is the subject of the Approved Clinical Trial;
- items and services provided solely to satisfy data collection and analysis needs and not used in the direct clinical management of the Claimant; or
- a service that is clearly inconsistent with widely accepted and established standards of care for the particular diagnosis.

### **BLOOD BANK**

<b>Category: All</b>
<b>Provider: All</b>
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.

Services and supplies of a blood bank are covered, excluding storage costs.

### **DENTAL HOSPITALIZATION**

<b>Category: 1</b>	<b>Category: 2</b>	<b>Category: 3</b>
<b>Provider: Preferred</b>	<b>Provider: Participating</b>	<b>Provider: Nonparticipating</b>
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Hospitalization for Dental Services is covered. Covered Services include inpatient and outpatient services and supplies (including anesthesia) at an Ambulatory Surgical Center or Hospital if hospitalization is necessary to safeguard Your health because treatment in a dental office would be neither safe nor effective.

**DETOXIFICATION**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount and You pay any balance of billed charges.

**DIABETIC EDUCATION**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Services and supplies for diabetic self-management training and education are covered. Diabetic nutritional counseling and nutritional therapy are covered under the Nutritional Counseling benefit.

**DIALYSIS**

Services and supplies for outpatient and home dialysis are covered as described below. Dialysis received while inpatient is covered elsewhere in the Medical Benefits Section, such as the Hospital Care benefit.

**Outpatient Initial Treatment Period**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.
<b>Limit:</b> three months per Claimant (42 treatments of hemodialysis or 30 days peritoneal dialysis) for the initial treatment period		

Hemodialysis, peritoneal dialysis and hemofiltration services, supplies, medications, labs and Facility Fees are covered during the initial treatment period when Your Physician prescribes outpatient dialysis. You should first contact the Claims Administrator to begin Case Management. A case manager will help You enroll in the Supplemental Kidney Dialysis Program. The "Supplemental Kidney Dialysis Program" is a supplemental program available to Claimants following the initial treatment period.

The "initial treatment period" will be three months of hemodialysis (42 treatments) or peritoneal dialysis (30 days). Once the initial treatment period limit is reached, outpatient dialysis may be covered according to the Outpatient Supplemental Treatment Period benefit below. If more than three months of treatment is necessary in the initial treatment period, the Claims Administrator must be contacted to approve the additional treatment and document Your progress. Dialysis treatments apply to the Maximum Benefit limit for these services, including dialysis treatments that are applied toward any Deductible.

Services that are rendered outside the country are covered, even if You have enrolled in the Supplemental Kidney Dialysis Program.

### Outpatient Supplemental Treatment Period

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> No charge. If the Claims Administrator's agreement with the Provider expressly specifies that its terms supersede the benefits (or this benefit) of this Plan, the Plan pays 100% of the Allowed Amount. Otherwise, the Plan pays 150% of the Medicare allowed amount at the time of service.	<b>Payment:</b> No charge. If the Claims Administrator's agreement with the Provider expressly specifies that its terms supersede the benefits (or this benefit) of this Plan, the Plan pays 100% of the Allowed Amount. Otherwise, the Plan pays 150% of the Medicare allowed amount at the time of service.	<b>Payment:</b> The Plan pays 150% of the Medicare allowed amount at the time of service.  If You are not enrolled in Medicare Part B, You pay the balance of billed charges, which will not apply toward the Out-of-Pocket Maximum.

Supplemental treatment is covered for any outpatient dialysis that is required beyond the initial treatment period.

In addition, a Claimant receiving supplemental dialysis is eligible to have Medicare Part B premiums reimbursed as an eligible expense for the duration of the Claimant's dialysis treatment, as long as the Claimant continues to be enrolled in Medicare Part B and continues to be eligible for coverage under this Plan. Proof of payment of the Medicare Part B premium will be required prior to reimbursement.

"Medicare allowed amount" is the amount that a Medicare-contracted Provider agrees to accept as full payment for a Covered Service. This is also referred to as the Provider accepting Medicare assignment.

### Case Managed Dialysis and Supplemental Kidney Dialysis Program

Receive one-on-one help and support in the event Your Physician prescribes dialysis. An experienced, compassionate case manager will serve as Your personal advocate during a time when You need it most. Your case manager is a licensed health care professional who will help You understand Your treatment options, show You how to get the most out of Your available Plan benefits and work with Your Physician to support Your treatment plan.

To learn more or to enroll in Case Management, call 1 (866) 240-9580.

### DURABLE MEDICAL EQUIPMENT

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Durable Medical Equipment is covered, including, but not limited to, oxygen equipment, wheelchairs and supplies or equipment associated with diabetes (such as insulin pumps or therapeutic continuous glucose monitors, and their supplies). Applicable sales tax for Durable Medical Equipment and mobility enhancing equipment is also covered.

Reimbursement may also be available for new Durable Medical Equipment when obtained from an approved Commercial Seller, even though this entity is not a Provider. Eligible new Durable Medical Equipment purchased through an approved Commercial Seller is covered at the Category 1 Provider level, with Your reimbursement based on the lesser of either the amount paid to a preferred Provider for that item or the retail market value for that item. To find ways to access new Durable Medical Equipment, including how to access an approved Commercial Seller, visit the Claims Administrator's website or contact Customer Service. If You choose to access new Durable Medical Equipment through the Claims Administrator's website, the Claims Administrator may receive administrative fees or similar

compensation from the Commercial Seller and/or You may receive discounts or coupons for Your purchases. Any such discounts or coupons are complements to the group health plan, but are not insurance.

Generally, claims for the purchase of Durable Medical Equipment will be submitted to the Blue plan in the location in which the equipment was received.

### **EMERGENCY ROOM (INCLUDING PROFESSIONAL CHARGES)**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After \$25 Copayment per visit <u>and</u> Deductible, You pay 20% of the Allowed Amount. This Copayment applies to the facility charge, whether or not You have met the Deductible. However, this Copayment is waived when You are admitted directly from the emergency room to the Hospital or any other facility on an inpatient basis.	<b>Payment:</b> After \$25 Copayment per visit <u>and</u> Deductible, You pay 20% of the Allowed Amount. This Copayment applies to the facility charge, whether or not You have met the Deductible. However, this Copayment is waived when You are admitted directly from the emergency room to the Hospital or any other facility on an inpatient basis.	<b>Payment:</b> After \$25 Copayment per visit <u>and</u> Deductible, You pay 20% of the Allowed Amount. This Copayment applies to the facility charge, whether or not You have met the Deductible. However, this Copayment is waived when You are admitted directly from the emergency room to the Hospital or any other facility on an inpatient basis.

Emergency room services and supplies are covered, including outpatient charges for patient observation, medical screening examinations and treatment, routinely available ancillary evaluative services, and Medically Necessary detoxification services that are required for the stabilization of a patient experiencing an Emergency Medical Condition.

Post-exposure prophylaxis (PEP) medications are covered for the prevention of HIV for people at a high risk of infection after an exposure, as recommended by the CDC. You are not responsible for any cost-sharing for PEP medications dispensed in an emergency room.

"Stabilization" means to provide Medically Necessary treatment:

- to assure, within reasonable medical probability, no material deterioration of an Emergency Medical Condition is likely to occur during, or to result from, the transfer of the Claimant from a facility; and
- in the case of a covered Claimant, who is pregnant, to perform the delivery (including the placenta).

If You are admitted to a participating or nonparticipating Hospital directly from the emergency room, services will be covered at the Category 1 benefit level. If services were not covered at the Category 1 benefit level, contact Customer Service for an adjustment to Your claims.

### **FAMILY PLANNING**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Certain professional Provider contraceptive services and supplies are covered under this benefit, including, but not limited to, vasectomy.

For coverage of prescription contraceptives, please see the Prescription Medications benefit. You are not responsible for any applicable Deductible and/or Coinsurance when You fill prescriptions for FDA-approved contraceptives prescribed by Your health care Provider. For a list of such medications, please visit the Claims Administrator's website or contact Customer Service.

For more information on preventive services for women, including HIV screening, HPV DNA testing, tubal ligation, insertion or extraction of FDA-approved contraceptive devices, and certain patient education and counseling services, see the Preventive Care and Immunizations benefit, or for a list of covered preventive services, please visit the Claims Administrator's website or contact Customer Service.

### GENE THERAPY AND ADOPTIVE CELLULAR THERAPY

Provider: Centers of Excellence	Provider: All Other Providers
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> You pay 100% of the billed charges. Your payment will not be applied toward any Deductible or Out-of-Pocket Maximum.

If You fulfill Medical Necessity criteria and receive therapy from a Provider expressly identified by the Claims Administrator as a Centers of Excellence (COE) for that therapy, gene therapies and/or adoptive cellular therapies and associated Medically Necessary Covered Services are covered under this benefit. However, if a COE has not been identified for a covered gene therapy and/or adoptive cellular therapy, that therapy must be received from a preferred or participating Provider to be covered at the COE benefit level. Contact Customer Service for a current list of covered gene and cellular therapies and/or to identify a COE.

### GROWTH HORMONE

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

The Plan covers services and supplies for growth hormone treatment when provided by an infusion therapy Provider for the following: 1) for children with growth hormone deficiency, Turner's syndrome, chronic renal insufficiency, Prader-Willi syndrome, neonatal hypoglycemia associated with growth hormone deficiency, or for other conditions determined to be a covered benefit since this Summary Plan Description was issued; and 2) for adults with growth hormone deficiency as a result of hypothalamic or pituitary disease due to destructive lesion of the pituitary, or peri-pituitary area, as a result of treatment or surgery, or for other conditions determined to be a covered benefit since this Summary Plan Description was issued. No benefits for growth hormones will be provided unless authorized in advance by the Claims Administrator.

### HOME HEALTH CARE

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.
<b>Limit:</b> 130 visits per Claimant per Calendar Year		

Home health care is covered when provided by a licensed agency or facility for home health care. Home health care includes all services for patients that would be covered if the patient were in a Hospital or Skilled Nursing Facility.

Home health care visits apply to the Maximum Benefit limit for these services, including home health care visits that are applied toward any Deductible.

Durable Medical Equipment associated with home health care services is covered in the Durable Medical Equipment benefit.

**HOME PHOTOTHERAPY**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount and You pay any balance of billed charges.

Services and supplies furnished by a home phototherapy Provider for newborn hyperbilirubinemia (newborn jaundice) are covered.

**HOSPICE CARE**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.
<b>Limit:</b> 14 inpatient or outpatient respite care days per Claimant Lifetime		

Hospice care is covered when provided by a licensed hospice care program. A hospice care program is a coordinated program of home and inpatient care, available 24 hours a day. This program uses an interdisciplinary team of personnel to provide comfort and supportive services to a patient and any family members who are caring for a patient, who is experiencing a life threatening disease with a limited prognosis. These services include acute, respite and home care to meet the physical, psychosocial and special needs of a patient and their family during the final stages of illness.

Respite care is also covered to provide continuous care of the Claimant and allow temporary relief to family members from the duties of caring for the Claimant. Respite care days apply to the Maximum Benefit limit for these services, including respite care days that are applied toward any Deductible. Durable Medical Equipment associated with hospice care is covered in the Durable Medical Equipment benefit.

**HOSPITAL CARE**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Services and supplies of a Hospital (including Prescription Medications and services of staff Providers) are covered for treatment of illness or injury. Room and board is limited to the Hospital's average semiprivate room rate, except where a private room is determined to be necessary. If You are admitted to a participating or nonparticipating Hospital directly from the emergency room, services will be covered at the Category 1 benefit level. Please contact Customer Service for further information and guidance.

**INFUSION THERAPY**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Inpatient, outpatient and home therapy services, supplies (including infusion pumps) and medications for infusion therapy are covered. Covered Services also include parenteral and enteral therapy.

**MATERNITY CARE**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Prenatal and postnatal maternity (pregnancy) care, childbirth (vaginal or cesarean), complications of pregnancy and related conditions, and Medically Necessary supplies for home birth are covered for a Participant or an enrolled spouse or domestic partner. Covered Services include Medically Necessary donor human milk from a milk bank for inpatient use. There is no limit for the patient's length of inpatient stay. The attending Provider will determine an appropriate discharge time in consultation with the patient. Termination of pregnancy and related conditions are covered (to the extent such services are permitted under applicable law), not subject to cost-sharing for In-Network Providers.

Additionally, the Plan will cover enrolled children for complications of pregnancy, including:

- fetal distress;
- gestational diabetes; and
- toxemia.

Certain services such as screening for gestational diabetes, breastfeeding support, supplies (for example, a breast pump) and counseling are covered in the Preventive Care and Immunizations benefit.

**Surrogacy**

Maternity and related medical services received by You while Acting as a Surrogate are not Covered Services, up to the amount You or any other person or entity is entitled to receive as payment or other compensation arising out of, or in any way related to, You Acting as a Surrogate. By incurring and making claim for such services, You agree to reimburse the Plan the lesser of the amount described in the preceding sentence and the amount the Plan paid for those Covered Services (even if payment or compensation to You or any other person or entity occurs after the termination of Your coverage under the Plan).

You must notify the Claims Administrator within 30 days of entering into any agreement to Act as a Surrogate and agree to cooperate with the Claims Administrator as needed to ensure the Claims Administrator's ability to recover the costs of Covered Services received by You for which the Plan is entitled to reimbursement. To notify the Claims Administrator, or to request additional information on Your responsibilities related to these notification and cooperation requirements, contact Customer Service. More information is in the Subrogation and Right of Recovery provision.

**Definitions**

The following definition applies to this Maternity Care benefit:

Acting (or Act) as a Surrogate means You agree to become pregnant and to surrender, relinquish or otherwise give up any parental rights to the baby (or babies) produced by that pregnancy to another person or persons who intend to raise the baby (or babies), whether or not You receive payment, the agreement is written and/or the parties to the agreement meet their obligations.

## MEDICAL FOODS

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount and You pay any balance of billed charges.

Medical foods for inborn errors of metabolism are covered including, but not limited to, formulas for Phenylketonuria (PKU). Medically Necessary elemental formula is covered when a Provider diagnoses and prescribes the formula for a Claimant with eosinophilic gastrointestinal associated disorder. "Medical food" means a food which is formulated to be consumed or administered orally or enterally under the supervision of a Physician. Medical foods are intended for specific dietary management of a disease or condition for which distinctive nutritional requirements, based on recognized scientific principles, are established by medical evaluation.

## MENTAL HEALTH SERVICES

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Mental Health Services are covered for treatment of Mental Health Conditions.

Additionally, applied behavioral analysis (ABA) therapy services are covered for treatment of autism spectrum disorders when Claimants seek services from licensed Providers qualified to prescribe and perform ABA therapy services.

### Definitions

The following definitions apply to this Mental Health Services benefit:

Mental Health Conditions mean mental disorders, including eating disorders, in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association except as otherwise excluded. Mental disorders that accompany an excluded diagnosis are covered.

Mental Health Services mean Medically Necessary outpatient services, Residential Care, partial Hospital program or inpatient services provided by a licensed facility or licensed individuals with the exception of court ordered treatment (unless the treatment is Medically Necessary).

Residential Care means care in a facility setting that offers a defined course of therapeutic intervention and special programming in a controlled environment that also offers a degree of security, supervision and structure, and is licensed by the appropriate state and local authority to provide such services. Patients also must be medically monitored with 24-hour medical availability and 24-hour onsite clinician services. Residential Care does not include half-way houses, supervised living, group homes, wilderness courses or camps, Outward Bound, outdoor youth programs, outdoor behavioral programs, boarding houses, or settings that primarily either focus on building self-esteem or leadership skills or provide a supportive environment to address long-term social needs, however services by Physicians or

Practitioners in such settings may be covered if they are billed independently and otherwise would be covered.

#### NEURODEVELOPMENTAL THERAPY

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount and You pay any balance of billed charges.
<b>Limit:</b> 33 professional visits per Claimant per Calendar Year		

Neurodevelopmental therapy services by a Physician or Practitioner are covered. Covered Services must be to restore or improve function based on developmental delay. Covered Services include only physical therapy, occupational therapy, and speech therapy. Maintenance services are covered if significant deterioration of the Claimant's condition would result without the service.

Neurodevelopmental therapy services apply to the Maximum Benefit limit for these services, including neurodevelopmental therapy services that are applied toward any Deductible. You will not be eligible for both the Rehabilitation Services benefit and this benefit for the same services for the same condition.

#### NEWBORN CARE

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Services and supplies in connection with nursery care for the natural newborn or newly adoptive child are covered by the newborn's own coverage. The newborn child must be eligible and enrolled as explained in the Eligibility and Enrollment Section. There is no limit for the newborn's length of inpatient stay.

"Newborn care" means the medical services provided to a newborn child following birth including Hospital nursery charges, the initial physical examination and a PKU test.

#### NUTRITIONAL COUNSELING

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Services for nutritional counseling and nutritional therapy, such as diabetic counseling, discussions on eating habits, lifestyle choices and dietary interventions are covered for all conditions including obesity.

## ORTHOTIC DEVICES

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Medically Necessary orthotics used to support, align or correct deformities or to improve the function of moving parts are covered, including, but not limited to:

- braces;
- splints;
- orthopedic appliances;
- orthotic supplies or apparatuses.

Reimbursement may also be available for new orthotic devices when purchased new from an approved Commercial Seller, even though that seller is not a Provider. Eligible new orthotic devices purchased through an approved Commercial Seller are covered at the Category 1 Provider level, with Your reimbursement based on the lesser of either the amount paid to a preferred Provider for that item or the retail market value for that item.

To learn more about how to access reimbursable new retail orthotic devices, including how to access an approved Commercial Seller, visit the Claims Administrator's website or contact Customer Service. If You choose to access new orthotic devices through the Claims Administrator's website, the Claims Administrator may receive administrative fees or similar compensation from the Commercial Seller and/or You may receive discounts or coupons for Your purchases. Any such discounts or coupons are complements to the group health plan, but are not insurance.

The Claims Administrator may elect to provide benefits for a less costly alternative item. Covered Services do not include:

- orthopedic shoes, regardless of diagnosis;
- Cosmetic items; and
- off-the-shelf shoe inserts.

## PALLIATIVE CARE

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.
<b>Limit:</b> 30 visits per Claimant per Calendar Year		

Palliative care is covered when a Provider has assessed that a Claimant is in need of palliative services for a serious Illness (including remission support), life-limiting Injury or end-of-life care. "Palliative care" means specialized services received from a Provider in a home setting for counseling and home health aide services for activities of daily living.

Palliative care visits apply to the Maximum Benefit limit for these services, including palliative care visits that are applied toward any Deductible. All other Covered Services for a Claimant receiving palliative care remain covered the same as any other Illness or Injury.

## PROSTHETIC DEVICES

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Prosthetic devices for functional reasons are covered to replace a missing body part, including artificial limbs, mastectomy bras only for Claimants who have had a mastectomy, external or internal breast prostheses following a mastectomy and maxillofacial prostheses. Prosthetic devices or appliances that are surgically inserted into the body are otherwise covered in the appropriate facility benefit. Additionally, the repair or replacement of a prosthetic device due to normal use or growth of a child is covered.

## RECONSTRUCTIVE SERVICES AND SUPPLIES

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Inpatient and outpatient services are covered for treatment of reconstructive services and supplies:

- to treat a congenital anomaly;
- to restore a physical bodily function lost as a result of illness or injury; or
- related to breast reconstruction following a Medically Necessary mastectomy, to the extent required by law. For more information on breast reconstruction, see the Women's Health and Cancer Rights notice.

Reconstructive means services, procedures or surgery performed on abnormal structures of the body, caused by congenital anomalies, developmental abnormalities, trauma, infection, tumors or disease. It is performed to restore function, but, in the case of significant malformation, is also done to approximate a normal appearance.

## REHABILITATION SERVICES

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.
<b>Inpatient limit:</b> 41 days per Claimant per Calendar Year <b>Outpatient limit:</b> 40 visits per Claimant per Calendar Year		

Inpatient and outpatient rehabilitation services and accommodations are covered as appropriate and necessary to restore or improve lost function caused by illness, injury or disabling condition.

"Rehabilitation services" mean physical, occupational, and speech therapy services necessary to help get the body back to normal health or function, and include associated services such as massage when provided as a therapeutic intervention.

Rehabilitation services apply to the Maximum Benefit limit for these services, including rehabilitation services that are applied toward any Deductible. You will not be eligible for both the Neurodevelopmental Therapy benefit and this benefit for the same services for the same condition.

**REPAIR OF TEETH**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount and You pay any balance of billed charges.
<b>Limit:</b> \$1,000 per Claimant per Calendar Year		

Services and supplies for treatment required as a result of damage to, or loss of, sound natural teeth are covered, when such damage or loss is due to an Injury.

**SKILLED NURSING FACILITY**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.
<b>Limit:</b> 90 inpatient days per Claimant per Calendar Year		

Inpatient services and supplies of a Skilled Nursing Facility are covered for treatment of Illness, Injury or physical disability. Room and board is limited to the Skilled Nursing Facility's average semiprivate room rate, except where a private room is determined to be necessary.

Skilled Nursing Facility services apply to the Maximum Benefit limit for these services, including Skilled Nursing Facility services that are applied toward any Deductible.

**SPINAL MANIPULATIONS**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.
<b>Limit:</b> ten spinal manipulations per Claimant per Calendar Year		

Spinal manipulations are covered. Manipulations of extremities are covered in the Neurodevelopmental Therapy and Rehabilitation Services benefits. Spinal manipulations apply to the Maximum Benefit limit for these services, including spinal manipulations that are applied toward any Deductible.

**SUBSTANCE USE DISORDER SERVICES**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Coverage for treatment of Substance Use Disorder Conditions includes the following:

- acupuncture services (when provided for Substance Use Disorder Conditions, these acupuncture services do not apply toward any Acupuncture Maximum Benefit); and
- Prescription Medications that are prescribed and dispensed through a substance use disorder treatment facility (such as methadone).

## Definitions

The following definitions apply to this Substance Use Disorder Services benefit:

Residential Care means care in a facility setting that offers a defined course of therapeutic intervention and special programming in a controlled environment that also offers a degree of security, supervision and structure, and is licensed by the appropriate state and local authority to provide such services. Patients also must be medically monitored with 24-hour medical availability and 24-hour onsite clinician services. Residential Care does not include half-way houses, supervised living, group homes, wilderness courses or camps, Outward Bound, outdoor youth programs, outdoor behavioral programs, boarding houses, or settings that primarily either focus on building self-esteem or leadership skills or provide a supportive environment to address long-term social needs, however services by Physicians or Practitioners in such settings may be covered if they are billed independently and otherwise would be covered.

Substance Use Disorder Conditions means substance-related disorders included in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association. Substance use disorder is an addictive relationship with any drug or alcohol characterized by a physical or psychological relationship, or both, that interferes on a recurring basis with an individual's social, psychological, or physical adjustment to common problems. Substance use disorder does not include addiction to or dependency on tobacco, tobacco products, or foods.

Substance Use Disorder Services mean Medically Necessary outpatient services, Residential Care, partial Hospital program or inpatient services provided by a licensed facility or licensed individuals with the exception of court ordered treatment (unless the treatment is Medically Necessary).

For this Substance Use Disorder Services benefit, "medically necessary" or "medical necessity" is defined by the American Society of Addiction Medicine patient placement criteria. "Patient placement criteria" means the admission, continued service and discharge criteria set forth in the most recent version of the Patient Placement Criteria for the Treatment of Substance Abuse-Related Disorders as published by the American Society of Addiction Medicine.

## TRANSPLANTS

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

Transplants are covered, including transplant-related services and supplies and Facility Fees. Services include artificial organ transplants based on medical guidelines and manufacturer recommendations. Covered Services for a transplant recipient include the following:

- heart;
- lung;
- kidney;
- pancreas;
- liver;
- cornea;
- multivisceral;
- small bowel;

- islet cell; and
- hematopoietic stem cell support (donor stem cells can be collected from either the bone marrow or the peripheral blood). Hematopoietic stem cell support may involve the following donors:
  - either autologous (self-donor);
  - allogeneic (related or unrelated donor);
  - syngeneic (identical twin donor); or
  - umbilical cord blood (only covered for certain conditions).

For a list of covered transplants, contact Customer Service, as the list is subject to change. Gene and/or adoptive cellular therapies are covered in the Gene Therapy and Adoptive Cellular Therapy benefit.

### **Donor Organ Benefits**

Donor organ procurement costs are covered for a recipient. Procurement benefits are limited to:

- selection;
- removal of the organ;
- storage;
- transportation of the surgical harvesting team and the organ; and
- other such procurement costs.

### **Transplant Waiting Period**

You will not be eligible for any benefits related to a transplant until the first day of the 13th month of continuous coverage under this or any previous medical plan with the Claims Administrator, whether or not the condition is preexisting.

The duration of the transplant waiting period will be reduced by the amount of Your combined periods of creditable coverage if You have been covered by creditable coverage. For crediting to apply for more than one creditable coverage, there must have been no break in creditable coverage greater than 63 days immediately preceding Your enrollment date of coverage under the Plan or between any two successive creditable coverages for which You seek credit. For the purpose of the transplant waiting period, creditable coverage also includes one immediately previous and otherwise creditable coverage that terminated in the period beginning 90 days and ending 64 days before the date of application for coverage under the Plan. Creditable coverage may still be in force at the time credit for it is sought on this coverage.

Creditable coverage means any of the following: group coverage (including self-funded plans); individual insurance coverage; S-CHIP; Medicaid; Medicare; CHAMPUS/Tricare; Indian Health Service or tribal organization coverage; state high-risk pool coverage; Federal Employee Health Benefit Plan coverage; a health benefit plan under the Peace Corps Act; and public health plans (including foreign government and US government plans).

Creditable coverage is determined separately for each Claimant.

The following periods do not count in the calculation of the length of a break in coverage:

- days in a waiting period for eligibility for coverage under the Plan; and
- for an individual who elects COBRA continuation coverage during the second election period offered under the Trade Act of 2002, days between the loss of coverage and the first day of that second election period.

You have the right to demonstrate the existence of creditable coverage by providing the Claims Administrator with one or more certificates of creditable coverage from a prior group or individual plan or with other documentation. You may obtain a certificate of creditable coverage from a prior group health plan or insurer by requesting it within 24 months of coverage termination. The Claims Administrator can help You obtain a certificate from a prior plan or insurer or suggest other documents that will serve as alternatives to a certificate of creditable coverage as provided by federal law.

## **VIRTUAL CARE**

Virtual care services are covered for the use of telehealth or store and forward services received from a remote Provider, rather than an in-person office visit, for the diagnosis, treatment, or management of a covered medical condition.

Some Providers or virtual care vendors may provide virtual care services at a lower cost, resulting in a reduction of Your cost-share.

"Virtual care vendors" mean a select group of Providers that have entered into an agreement with the Claims Administrator to provide virtual care services at a lower cost. To learn more about how to access virtual care services or Providers and virtual care vendors that may offer lower-cost services, visit the Claims Administrator's website or contact Customer Service.

### **Store and Forward Services**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

"Store and forward services" mean secure one-way electronic asynchronous (not live or real-time) electronic transmission (sending) of Your medical information to a Provider which may include some forms of secure HIPAA compliant texting, chatting or data sharing. For example, store and forward services include using a secure patient portal to send a picture of Your swollen ankle to Your Provider for review at a later time. Store and forward services that are not secure and HIPAA compliant are not covered, including, but not limited to:

- telephone;
- facsimile (fax);
- short message service (SMS) texting; or
- e-mail communication.

Your Provider is responsible for meeting applicable requirements and community standards of care.

### **Telehealth**

Category: 1	Category: 2	Category: 3
Provider: Preferred	Provider: Participating	Provider: Nonparticipating
<b>Payment:</b> After Deductible, You pay 20% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount.	<b>Payment:</b> After Deductible, You pay 50% of the Allowed Amount and You pay any balance of billed charges.

"Telehealth" means Your live services (real-time audio-only or audio and video communication) with a remote Provider through a secure HIPAA compliant platform, including when You are in a Provider's office or healthcare facility. For example, telehealth includes a live video call from Your home to discuss a possible eye infection with Your Provider or using the equipment at Your local Provider's office to have a live video call with a cardiologist in a different city. Separate charges for Facility Fees are covered in the Other Professional Services benefit.

## Preventive and Self-Administrable Cancer Chemotherapy Medications

Your Plan does not normally cover medications dispensed by a Pharmacy, however, the Plan will cover the following:

- Medically Necessary Self-Administrable Cancer Chemotherapy Medication, including oral medications used to kill or slow the growth of cancerous cells;
- certain preventive medications (including, but not limited to, aspirin, fluoride, iron and medications for tobacco use cessation) according to, and as recommended by, the United States Preventive Service Task Force (USPSTF), and pre-exposure prophylaxis (PrEP) for the prevention of HIV for people at a high risk of infection, when obtained with a Prescription Order;
- FDA-approved oral contraceptives (combined pill, extended/continuous use combined pill, and the mini pill), contraceptive products (such as condoms, vaginal rings, patches, diaphragms, sponges, cervical caps, and spermicide), contraceptive shots or injections, and emergency contraceptives (such as levonorgestrel and ulipristal acetate); and
- immunizations for adults and children according to, and as recommended by, the CDC, when obtained at a Participating Pharmacy.

No other coverage for medications or supplies obtained from a Pharmacy will be provided under this Summary Plan Description.

### COVERED MEDICATIONS AND IMMUNIZATIONS

Benefits under this Preventive and Self-Administrable Cancer Chemotherapy Medications section include only those preventive medications, women's contraceptives, and immunizations specified above, and Medically Necessary Self-Administrable Cancer Chemotherapy Medications on the Drug List.

You are not responsible for any Deductible, Copayment or Coinsurance for specific strengths or quantities of preventive medications, women's contraceptives, adult and childhood immunizations, or Self-Administrable Cancer Chemotherapy Medications, when obtained at a Participating Pharmacy. For a complete list of such medications and immunizations, please visit the Claims Administrator's website or contact Customer Service.

### GENERAL PRESCRIPTION MEDICATION BENEFITS INFORMATION (NETWORK, SUBMISSION OF CLAIMS)

A nationwide network of Participating Pharmacies is available to You. Pharmacies that participate in this network submit claims electronically.

Your Plan identification card enables You to receive this Preventive and Self-Administrable Cancer Chemotherapy Medications benefit, so You must use it to identify Yourself at any Pharmacy. If You do not identify Yourself as a Claimant, a Participating Pharmacy may charge You more than the Covered Prescription Medication Expense. You can find a list of Participating Pharmacies and a Pharmacy locator on the Claims Administrator's website or by contacting Customer Service at 1 (866) 240-9580.

### LIMITATIONS FOR PREVENTIVE OR SELF-ADMINISTRABLE CANCER CHEMOTHERAPY MEDICATION

A 30-day supply is the largest allowable quantity of Preventive or Self-Administrable Cancer Chemotherapy Medication that You may purchase from a Participating Pharmacy and for which a single claim may be submitted. A Provider may choose to prescribe or You may choose to purchase, some medications in smaller quantities.

For certain Self-Administrable Cancer Chemotherapy Medications, due to safety factors and the Claimant's ability to tolerate these medications, the Prescription Medication may be reduced to an initial 14-day or 15-day supply before larger quantities are dispensed.

## **PRESCRIPTION MEDICATIONS DISPENSED BY AN EXCLUDED PHARMACY**

The Claims Administrator does not permit excluded Pharmacies to submit claims after the excluded Pharmacies have been added to the Office of the Inspector General (OIG) list. A Pharmacy may be excluded if it has been investigated by the OIG and appears on the OIG's exclusion list.

You will be notified if You are receiving medications from a Pharmacy that is later determined to be an excluded Pharmacy so that You may obtain future Prescription Medications from a non-excluded Pharmacy. Up to the time of notification, Your previously submitted claims will still be processed.

### **EXCLUSIONS**

The following exclusions apply to this Preventive and Self-Administrable Cancer Chemotherapy Medications Section and are not covered:

#### **Any Immunization That Is Not in Accordance with the CDC's Recommended Adult Immunization Schedule or Childhood Immunization Schedule**

#### **Growth Hormones**

Coverage for growth hormones is provided under the Growth Hormone benefit of the Medical Benefits section if preauthorized by the Claims Administrator.

#### **Home Delivery**

Medications or supplies obtained through a home delivery pharmacy or supplier.

#### **Nonprescription Medications**

Except for the following, nonprescription medications that by law do not require a Prescription Order are not covered:

- medications included on the Claims Administrator's Drug List;
- medications approved by the FDA; or
- a Prescription Order by a Physician or Practitioner.

Nonprescription medications include, but are not limited to:

- over-the-counter medications;
- vitamins;
- minerals;
- food supplements;
- homeopathic medicines;
- nutritional supplements; and

any medications listed as over-the-counter in standard drug references, regardless of state law prescription requirements, such as pseudoephedrine and cough syrup products.

#### **Prescription Medications**

Except as specifically provided for in the Medical Benefits section or in this Preventive and Self-Administrable Cancer Chemotherapy Medications section, the Plan does not cover Prescription Medications.

#### **Prescription Medications Dispensed by a Nonparticipating Pharmacy**

#### **Prescription Medications Dispensed in a Facility**

Prescription Medications dispensed to You while You are a patient in a Hospital, Skilled Nursing Facility, nursing home or other health care institution. Medications dispensed upon discharge should be processed by this benefit if obtained from a Pharmacy.

**Prescription Medications Found to be Less than Effective under Drug Efficacy Safety Implementation (DESI)**

**Prescription Medications Not Approved by the FDA**

**Prescription Medications Not Dispensed by a Pharmacy Pursuant to a Prescription Order**

**Prescription Medications Not on the Drug List**

**Prescription Medications Not within a Provider's License**

Prescription Medications prescribed by Providers who are not licensed to prescribe medications (or that particular medication) or who have a restricted professional practice license.

**Prescription Medications with No FDA Proven Therapeutic Indication**

**Prescription Medications with Therapeutic Alternatives**

Prescription Medications for which there are covered therapeutically equivalent (similar safety and efficacy) alternatives or over-the-counter (nonprescription) alternatives, unless the higher cost Prescription Medications are Medically Necessary.

**Prescription Medications without Examination**

Except as provided in the Virtual Care benefit, whether the Prescription Order is provided by mail, telephone, internet or some other means, Prescription Medications without a recent and relevant in-person examination by a Provider, are not covered.

An examination is "recent" if it occurred within 12 months of the date of the Prescription Order and is "relevant" if it involved the diagnosis, treatment or evaluation of the same or a related condition for which the Prescription Medication is being prescribed.

**Professional Charges for Administration of Any Medication**

**Repackaged Medications, Institutional Packs and Clinic Packs**

**DEFINITIONS**

The following definitions apply to this Preventive and Self-Administrable Cancer Chemotherapy Medications Section:

Brand-Name Medication means a Prescription Medication that is marketed and sold by limited sources or is listed in widely accepted references as a Brand-Name Medication based on manufacturer and price.

Covered Prescription Medication Expense means the total payment a Participating Pharmacy has contractually agreed to accept as full payment for a Prescription Medication. A Participating Pharmacy may not charge You more than the Covered Prescription Medication Expense for a Prescription Medication.

Drug List means the Claims Administrator's list of selected Prescription Medications. The Claims Administrator established and routinely reviews and updates the Drug List. It is available on the Claims Administrator's website or by calling Customer Service. Medications are reviewed and selected for inclusion on the Drug List by an outside committee of providers, including Physicians and Pharmacists.

Generic Medication means a Prescription Medication that is equivalent to a Brand-Name Medication and is listed in widely accepted references as a Generic Medication. "Equivalent" means the FDA ensures that the Generic Medication has the same active ingredients, meets the same manufacturing and testing standards, and is as safe and as effective as the Brand-Name Medication. Medications available only from one source (also referred to as "single source") are not considered Generic Medications. If listings in widely accepted references are conflicting or indefinite about whether a Prescription Medication is a generic or Brand-Name Medication, the Claims Administrator will decide.

Nonparticipating Pharmacy means a Pharmacy with which the Claims Administrator neither has a contract nor has contracted access to any network it belongs to.

Nonparticipating Specialty Pharmacy means a Specialty Pharmacy with which the Claims Administrator neither has a contract nor has contracted access to any network it belongs to.

Participating Pharmacy means either a Pharmacy with which the Claims Administrator has a contract or a Pharmacy that participates in a network for which the Claims Administrator has contracted to have access.

Participating Specialty Pharmacy means a Specialty Pharmacy with which the Claims Administrator has a contract or a Specialty Pharmacy that participates in a network for which the Claims Administrator has contracted to have access.

Pharmacist means an individual licensed to dispense Prescription Medications, counsel a patient about how the medication works any possible adverse effects and perform other duties as described in their state's Pharmacy practice act.

Pharmacy means any duly licensed outlet in which Prescription Medications are dispensed.

Prescription Medications and Prescribed Medications means medications and biologicals that relate directly to the treatment of an illness or injury, legally cannot be dispensed without a Prescription Order and by law must bear the legend: "Prescription Only," or as specifically included on the Claims Administrator's Drug List.

Prescription Order means a written prescription, oral or electronic request for Prescription Medications issued by a Provider who is licensed to prescribe medications.

Self-Administrable Cancer Chemotherapy Medication means a Prescription Medication, including oral Prescription Medication used to kill or slow the growth of cancerous cells, and injectable medications, determined by the Claims Administrator, which can be safely administered by You or Your caregiver outside a medically supervised setting (such as a Hospital, Physician's office or clinic) and that does not require administration by a Provider. In determining what are considered Self-Administrable Cancer Chemotherapy Medications, the Claims Administrator refers to information from the manufacturer, scientific literature, practice standards, Medicare practices, Medical Necessity and other information that is considered a relevant and reliable indication of safety and acceptability. Your status, such as Your ability to administer the medication, will not be considered when determining whether a medication is self-administrable.

## General Exclusions

The following are the general exclusions from coverage, other exclusions may apply as described elsewhere in this SPD.

### SPECIFIC EXCLUSIONS

The following conditions, treatments, services, supplies or accommodations, including any direct complications or consequences that arise from them, are not covered. However, these exclusions will not apply with regard to a Covered Service for:

- an Injury, if the Injury results from an act of domestic violence or a medical condition (including physical and mental) and regardless of whether such condition was diagnosed before the Injury; or
- a preventive service as specified in the Preventive Care and Immunizations benefit or Preventive and Self-Administrable Cancer Chemotherapy Medications section.

### Activity Therapy

The following activity therapy services are not covered:

- creative arts;
- play;
- dance;
- aroma;
- music;
- equine or other animal-assisted;
- recreational or similar therapy; and
- sensory movement groups.

### Adventure, Outdoor, or Wilderness Interventions and Camps

Outward Bound, outdoor youth or outdoor behavioral programs, or courses or camps that primarily utilize an outdoor or similar non-traditional setting to provide services that are primarily supportive in nature and rendered by individuals who are not Providers, are not covered, including, but not limited to interventions or camps focused on:

- building self-esteem or leadership skills;
- losing weight;
- managing diabetes;
- contending with cancer or a terminal diagnosis; or
- living with, controlling or overcoming:
  - blindness;
  - deafness/hardness of hearing;
  - a Mental Health Condition; or
  - a Substance Use Disorder.

Services by Physicians or Practitioners in adventure, outdoor or wilderness settings may be covered if they are billed independently and would otherwise be a Covered Service in this SPD.

### Assisted Reproductive Technologies

Assisted reproductive technologies, regardless of underlying condition or circumstance, are not covered, including, but not limited to:

- cryogenic or other preservation, storage and thawing (or comparable preparation) of egg, sperm or embryo;
- in vitro fertilization;
- artificial insemination;
- embryo transfer;
- other artificial means of conception; and

- any associated surgery, medications, testing or supplies.

### **Certain Therapy, Counseling, and Training**

The following therapies, counseling and training services are not covered:

- educational;
- vocational;
- social;
- image;
- self-esteem;
- milieu or marathon group therapy;
- premarital or marital counseling;
- employee assistance program services; and
- job skills or sensitivity training.

### **Conditions Caused by Active Participation in a War or Insurrection**

The treatment of any condition caused by or arising out of a Claimant's active participation in a war or insurrection.

### **Conditions Incurred in or Aggravated During Performances in the Uniformed Services**

The treatment of any Claimant's condition that the Secretary of Veterans Affairs determines to have been incurred in, or aggravated during, performance of service in the uniformed services of the United States.

### **Cosmetic Services and Supplies**

This exclusion does not apply to services that are prescribed as Medically Necessary for Gender Affirming Treatment, to the extent such services are permitted under applicable law and are in accordance with accepted standards of care.

### **Counseling in the Absence of Illness**

Except as required by law, counseling in the absence of illness is not covered.

### **Custodial Care**

Non-skilled care and helping with activities of daily living not covered under the Palliative Care benefit.

### **Dental Services**

Except as provided in the Repair of Teeth benefit, Dental Services provided to prevent, diagnose or treat diseases or conditions of the teeth and adjacent supporting soft tissues are not covered, including treatment that restores the function of teeth.

### **Expenses Before Coverage Begins or After Coverage Ends**

Services and supplies incurred before Your Effective Date under the Plan or after Your termination under the Plan.

### **Family Counseling**

Except when provided as part of the treatment for a child or adolescent with a covered diagnosis, family counseling is not covered.

### **Fees, Taxes, Interest**

Except as required by law, the following fees, taxes and interest are not covered:

- charges for shipping and handling, postage, interest or finance charges that a Provider might bill;
- excise, sales or other taxes;
- surcharges;
- tariffs;
- duties;
- assessments; or
- other similar charges whether made by federal, state or local government or by another entity.

## **Government Programs**

Except as required by state law (such as cases of medical emergency or coverage provided by Medicaid) or for facilities that contract with the Claims Administrator, benefits that are covered (or would be covered in the absence of this Plan) by any federal, state or government program are not covered.

Additionally, except as listed below, government facilities or government facilities outside the service area are not covered:

- facilities contracting with the local Blue Cross and/or Blue Shield plan; or
- as required by law for emergency services.

## **Hearing Aids and Other Devices**

Hearing aids (externally worn or surgically implanted) and other hearing devices, except for cochlear implants.

## **Hypnotherapy and Hypnosis Services**

Hypnotherapy and hypnosis services and associated expenses are not covered, including, but not limited to:

- treatment of painful physical conditions;
- Mental Health Conditions;
- Substance Use Disorders; or
- for anesthesia purposes.

## **Illegal Activity**

Services and supplies are not covered for treatment of an illness, injury or condition caused or sustained by a Claimant's voluntary participation in an activity where the Claimant is found guilty of an illegal activity in a criminal proceeding or is found liable for the activity in a civil proceeding. A guilty finding includes a plea of guilty or a no contest plea. If benefits already have been paid before the finding of guilt or liability is reached, the Plan may recover the payment from the person paid or anyone else who has benefited from it.

## **Illegal Services, Substances and Supplies**

Services, substances, and supplies that are illegal as defined by state or federal law.

## **Individualized Education Program (IEP)**

Services or supplies, including, but not limited to, supplementary aids and supports as provided in an IEP developed and adopted pursuant to the Individuals with Disabilities Education Act.

## **Infertility**

Except to the extent Covered Services are required to diagnose such condition, treatment of infertility is not covered, including, but not limited to:

- surgery;
- uterine transplants;
- fertility drugs; and
- other medications associated with fertility treatment.

## **Investigational Services**

Except as provided in the Approved Clinical Trials benefit, Investigational services are not covered, including, but not limited to:

- services, supplies and accommodations provided in connection with Investigational treatments or procedures (Health Interventions); and
- any services or supplies provided by an Investigational protocol.

Refer to the expanded definition of Experimental/Investigational in the Definitions Section.

## **Motor Vehicle Coverage and Other Insurance Liability**

Expenses for services and supplies that are payable under any automobile medical, personal injury protection ("PIP"), automobile no-fault, underinsured or uninsured motorist coverage, homeowner's coverage, commercial premises coverage or similar contract or insurance. This applies when the contract or insurance is either issued to, or makes benefits available to a Claimant, whether or not the Claimant makes a claim under such coverage. Further, the Claimant is responsible for any cost-sharing required by the motor vehicle coverage, unless applicable state law requires otherwise. Once benefits under such contract or insurance are exhausted or considered to no longer be Injury-related under the no-fault provisions of the contract, benefits will be provided according to the SPD.

## **Non-Direct Patient Care**

Except as provided in the Virtual Care benefit, non-direct patient care services are not covered, including, but not limited to:

- appointments scheduled and not kept (missed appointments);
- charges for preparing or duplicating medical reports and chart notes;
- itemized bills or claim forms (even at the Claims Administrator's request); and
- visits or consultations that are not in person (including telephone consultations and e-mail exchanges).

## **Non-Therapeutic Continuous Glucose Monitors**

### **Obesity or Weight Reduction/Control**

Except as provided in the Nutritional Counseling benefit, as required as part of the USPSTF, HRSA, or CDC requirements, or as required by law, services or supplies that are intended to result in or relate to weight reduction (regardless of diagnosis or psychological conditions) are not covered, including, but not limited to:

- medical treatment;
- medications;
- surgical treatment (including treatment of complications, revisions and reversals); or
- programs.

## **Orthognathic Surgery**

Except for treatment of the following, orthognathic surgery is not covered:

- orthognathic surgery due to an Injury;
- sleep apnea (specifically, telegnathic surgery);
- developmental anomalies; or
- congenital anomalies.

"Orthognathic surgery" means surgery to manipulate facial bones, including the jaw, in patients with facial bone abnormalities resulting from abnormal development performed to restore the proper anatomic and functional relationship of the facial bones.

"Telegnathic surgery" means skeletal (maxillary, mandibular and hyoid) advancement to anatomically enlarge and physiologically stabilize the pharyngeal airway to treat obstructive sleep apnea.

## **Over-the-Counter Contraceptive Supplies**

Over-the-counter contraceptive supplies, except as covered under the Preventive and Self-Administrable Cancer Chemotherapy Medications section.

## **Personal Items**

Items that are primarily for comfort, convenience, Cosmetics, contentment, hygiene, environmental control, education or general physical fitness are not covered, including, but not limited to:

- telephones;
- televisions;

- air conditioners, air filters or humidifiers;
- whirlpools;
- heat lamps;
- light boxes;
- weightlifting equipment; and
- therapy or service animals, including the cost of training and maintenance.

### **Physical Exercise Programs and Equipment**

Physical exercise programs or equipment, including hot tubs or membership fees at spas, health clubs or other such facilities. This exclusion applies even if the program, equipment or membership is recommended by the Claimant's Provider.

### **Private-Duty Nursing**

Private-duty nursing, including ongoing shift care in the home.

### **Reversal of Sterilizations**

Services and supplies related to reversals of sterilization.

### **Routine Foot Care**

### **Routine Hearing Exams**

### **Self-Help, Self-Care, Training or Instructional Programs**

Except as provided in the Medical Benefits Section or for services provided without a separate charge in connection with Covered Services that train or educate a Claimant, self-help, non-medical self-care, and training or instructional programs are not covered, including, but not limited to:

- childbirth-related classes including infant care; and
- instructional programs that:
  - teach a person how to use Durable Medical Equipment;
  - teach a person how to care for a family member; or
  - provide a supportive environment focusing on the Claimant's long-term social needs when rendered by individuals who are not Providers.

### **Services and Supplies Provided by a Member of Your Family**

Services and supplies provided to You by a member of Your immediate family are not covered.

"Immediate family" means:

- You and Your parents, parents' spouses or domestic partners, spouse or domestic partner, children, stepchildren, siblings and half-siblings;
- Your spouse's or domestic partner's parents, parents' spouses or domestic partners, siblings and half-siblings;
- Your child's or stepchild's spouse or domestic partner; and
- any other of Your relatives by blood or marriage who shares a residence with You.

### **Services and Supplies That Are Not Medically Necessary**

Services and supplies that are not Medically Necessary for the treatment of an Illness or Injury.

### **Services Required by an Employer or for Administrative or Qualification Purposes**

Physical or mental examinations and associated services (laboratory or similar tests) required by an employer or primarily for administrative or qualification purposes are not covered.

Administrative or qualification purposes include, but are not limited to:

- admission to or remaining in:
  - school;

- a camp;
- a sports team;
- the military; or
- any other institution.
- athletic training evaluation;
- legal proceedings (establishing paternity or custody);
- qualification for:
  - employment or return to work;
  - marriage;
  - insurance;
  - occupational injury benefits;
  - licensure; or
  - certification.
- travel, immigration or emigration.

### **Sexual Dysfunction**

Except as provided in the Mental Health Services benefit, treatment, services and supplies (including medications) are not covered for or in connection with sexual dysfunction regardless of cause.

### **Subscription, Membership and Access-Related Fees**

Fees for accessing care, treatment, or advice are not covered, whether the access is for virtual or in-person care. Excluded fees include, but are not limited to:

- concierge fees;
- subscription fees;
- membership fees;
- retainer fees;
- VIP or priority access fees; and
- any other access-related fees.

### **Surrogacy**

Maternity and related medical services received by You Acting as a Surrogate are not Covered Services up to the amount You or any other person or entity is entitled to receive as payment or other compensation arising out of, or in any way related to, Your Acting as a Surrogate. "Maternity and related medical services" includes otherwise Covered Services for conception, prenatal, maternity, delivery and postpartum care. Refer to the Maternity Care benefit and/or Subrogation and Right of Recovery provision for more information.

### **Temporomandibular Joint (TMJ) Disorder Treatment**

Services and supplies provided for temporomandibular joint (TMJ) disorder treatment.

### **Third-Party Liability**

Services and supplies for treatment of Illness, Injury, or health condition for which a third party is or may be responsible.

### **Travel and Transportation Expenses**

Except as provided in the Ambulance benefit or as otherwise provided in the Medical Benefits Section, travel and transportation expenses are not covered.

### **Varicose Vein Treatment**

Except as provided in the Other Professional Services benefit, treatment of varicose veins is not covered.

### **Vision Care**

Vision care services are not covered, including, but not limited to:

- routine eye examinations;
- vision hardware;
- visual therapy;
- training and eye exercises;
- vision orthoptics;
- surgical procedures to correct refractive errors/astigmatism; and
- reversals or revisions of surgical procedures which alter the refractive character of the eye.

**Wigs**

Wigs or other hair replacements regardless of the reason for hair loss or absence.

**Work-Related Conditions**

Except when a Participant is exempt from state or federal workers' compensation law, expenses for services or supplies incurred as a result of any work-related Illness or Injury (even if the service or supply is not covered by workers' compensation benefits) are not covered. This includes any claims resolved as a result of a disputed claim settlement. This exclusion also applies if You opt out of workers' compensation.

If an Illness or Injury could be considered work-related, a Claimant will be required to file a claim for workers' compensation benefits before the Claims Administrator will consider providing any benefits under this coverage.

## Claims Administration

This section explains administration of benefits and claims, including situations that may arise when Your health care expenses are the responsibility of a source other than the Plan. Payment of benefits will be made in accordance with the terms and conditions of this SPD.

### SUBMISSION OF CLAIMS AND REIMBURSEMENT

When claims are submitted and payment is due, the Claims Administrator decides whether to pay You, the Provider or You and the Provider jointly subject to any legal requirements.

#### Category 1 and Category 2 Claims and Reimbursement

You must present Your identification card to a preferred or participating Provider and furnish any additional information requested. The Provider will submit the necessary forms and information to the Claims Administrator for processing Your claim.

A preferred or participating Provider will be paid directly for Covered Services. These Providers may require You to pay any Deductible, Copayment and/or Coinsurance at the time You receive care or treatment. Preferred and participating Providers have agreed not to bill You for balances beyond any Deductible, Copayment and/or Coinsurance and to accept the Allowed Amount as payment in full for Covered Services.

#### Category 3 Claims and Reimbursement

In order for the Claims Administrator to pay for Covered Services, You or the nonparticipating Provider must first send the Claims Administrator a claim. Be sure the claim is complete and includes the following information:

- an itemized description of the services given and the charges for them;
- the date treatment was given;
- the diagnosis;
- the patient's name;
- Your identification number; and
- the group number.

If the treatment is for an Injury, include a statement explaining the date, time, place and circumstances of the Injury when You send the Claims Administrator the claim.

The Claims Administrator's standard policy is to make payment for nonparticipating Provider claims directly to the Provider or, with submission of sufficient documentation that the Claimant has already "paid in full," solely to the Claimant.

Nonparticipating Providers have not agreed to accept the Allowed Amount as payment in full for Covered Services. You may be responsible for paying any difference between the amount billed by the nonparticipating Provider and the Allowed Amount in addition to any amount You must pay due to any Deductible, Copayment and/or Coinsurance. For nonparticipating Providers, the Allowed Amount may be based upon the billed charges for some services, as determined by the Claims Administrator or as otherwise required by law.

#### Timely Filing of Claims

Written proof of loss (submission of a claim) must be received within one year after the date of service. Claims that are not filed in a timely manner will be denied, unless You can reasonably demonstrate that the claim could not have been filed in a timely manner. Benefits or coverage will not be invalidated nor reduced if it can be shown that it was not reasonably possible to file the claim and that the claim was submitted as soon as reasonably possible. You may Appeal the denial in accordance with the Appeal process to demonstrate that the claim could not have been filed in a timely manner.

#### Claim Determinations

Within 30 days of the Claims Administrator's receipt of a claim, You will be notified of the action taken. However, this 30-day period may be extended by an additional 15 days due to lack of information or

extenuating circumstances. You will be notified of the extension within the initial 30-day period and provided an explanation of why the extension is necessary.

If additional information is required to process the claim, You will be allowed at least 45 days to provide it. If the Claims Administrator does not receive the requested information within the time allowed, the claim will be denied.

## **CONTINUITY OF CARE**

You may qualify to receive 90 days of continued coverage (or 90 days from the date You are no longer a continuing care patient, whichever is earlier) at the Category 1 or Category 2 benefit level, if Your Provider was a contracted preferred or participating Provider, but is no longer contracted (this provision does not apply if the contract with the Provider was terminated due to a failure to meet quality standards or for fraud).

To qualify for continued coverage, You must be:

- undergoing a course of treatment for a certain serious and complex condition from the Provider;
- undergoing a course of institutional or inpatient care from the Provider;
- scheduled to undergo non-elective surgery from the Provider (including postoperative care following surgery);
- pregnant and undergoing a course of treatment for pregnancy from the Provider; or
- determined to be terminally ill and receiving treatment for such illness from the Provider.

The Claims Administrator will notify You of Your right to receive continued care from the Provider or You may contact the Claims Administrator with a need for continued care. Coverage under this Continuity of Care provision will be subject to the benefits of this Plan and provided on the same terms and conditions as any other preferred or participating Provider. Your Provider must accept the Allowed Amount and cannot bill You for any amount beyond any Deductible, Copayment and/or Coinsurance. Contact the Claims Administrator's Customer Service for further information and guidance.

## **OUT-OF-AREA SERVICES**

The Claims Administrator has a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association. Whenever You access health care services outside the geographic area the Claims Administrator serves, the claim for those services may be processed through one of these Inter-Plan Arrangements.

When You receive care outside of the Claims Administrator's Service Area, You may receive it from Providers as described below. Providers contracted with the local Blue Cross and/or Blue Shield Licensee in that geographic area ("Host Blue") as a preferred Provider are paid at the preferred Provider level and will not bill You for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services. Providers that contract with the Host Blue as a participating Provider are paid at the participating Provider level and will not bill You for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services. Some Providers ("nonparticipating Providers") don't contract with the Host Blue.

## **BlueCard Program**

In the BlueCard Program, when Covered Services are received within the geographic area served by a Host Blue, the Claims Administrator will remain responsible for doing what was agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Providers that participate in the BlueCard Program.

When Covered Services are received outside the Claims Administrator's Service Area and the claim is processed through the BlueCard Program, the amount the Claimant pays for Covered Services is calculated based on the lower of:

- the billed charges for the Covered Services; or
- the negotiated price that the Host Blue makes available to the Claims Administrator.

Often, this "negotiated price" is a simple discount that reflects an actual price that the Host Blue pays to the Provider. Sometimes, it is an estimated price that takes into account special arrangements with a Provider or a group of Providers. In other cases, it may be an average price, based on a discount that results in expected average savings for services from similar types of Providers. Host Blues may use several factors to set an estimated or average price, including types of settlements, incentive payments, and/or other credits or charges. Estimated and average pricing may also take into account adjustments to correct Host Blue estimates of past prices. However, such adjustments will not affect the price used for the Claimant's claim because those adjustments will not be applied after a claim has already been paid.

### **Value-Based Programs**

You may receive Covered Services under a Value-Based Program ("VBP") inside a Host Blue's service area. Host Blue may pay Providers that participate in a VBP for reaching agreed-upon cost and quality goals, meeting outcome measures, and coordinating care between its Providers. You will not be responsible for paying fees associated with a VBP, except when a Host Blue passes these fees to the Claims Administrator through average pricing or fee schedule adjustments.

### **Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

Federal or state law may require a surcharge, tax, or other fee. If applicable, the Claims Administrator will include any such surcharge, tax or other fee as part of the claim charge passed on to You.

### **Out-of-Network Providers Outside the Claims Administrator's Service Area**

When Covered Services are provided outside of the Claims Administrator's Service Area by Out-of-Network Providers, the amount the Claimant pays will normally be based on either Host Blue's Out-of-Network Provider local payment or pricing arrangements required by applicable state law. Other payment methods may be used in certain situations, such as billed charges for Covered Services, the payment that would have been made if the health care services had been obtained within the Claims Administrator's Service Area, or a special negotiated payment to determine the amount that will be paid for services provided by Out-of-Network Providers. In any of these situations, the Claimant may be responsible for the difference between the Out-of-Network Provider's billed amount and the Plan's payment for Covered Services. Federal or state law, as applicable, will govern payments for Out-of-Network emergency services.

### **BLUE CROSS BLUE SHIELD GLOBAL® CORE**

If You are outside the United States, You may be able to take advantage of Blue Cross Blue Shield Global® Core ("BCBS Global® Core") when accessing Covered Services. BCBS Global® Core is unlike the BlueCard Program available in the United States in certain ways. For instance, although BCBS Global® Core helps you access a provider network, the network is not served by a Host Blue.

You may have to pay the Provider upfront and submit any claims to the Claims Administrator Yourself in order to obtain reimbursement for those services. When You pay for Covered Services outside the United States, You should complete and submit a BCBS Global® Core claim form with the Provider's itemized bill(s) to the service center (address is on the form) to initiate claims processing. If You contact the BCBS Global® Core service center for assistance, in most cases, Hospitals will not require You to pay for covered inpatient services (except for any applicable Deductible, Copayment, and/or Coinsurance). In such cases, the Hospital will also submit Your claims to the service center.

If You need medical assistance services or help locating a Provider outside the United States, or if You need assistance with a claim submission, You should call the service center at 1 (800) 810-BLUE (2583) or call collect at 1 (804) 673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a Physician appointment or hospitalization, if necessary. The claim form is available from the Claims Administrator, the service center, or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com).

Covered Services received from Providers outside the United States may not be subject to state or federal protections from surprise or balance billing, and therefore You may be billed for balances beyond any Deductible, Copayment, and/or Coinsurance for Covered Services.

## **CLAIMS RECOVERY**

If a benefit to which You were not entitled is paid under the Plan, or if a person who is not eligible for benefits at all is paid under the Plan, the Plan has the right to recover the payment from the person paid or anyone else who benefited from it, including a Provider of services. The Plan's right to recovery includes the right to deduct the mistakenly paid amount from future benefits that would have been provided the Participant or any Beneficiaries, even if the mistaken payment was not made on that person's behalf.

The Claims Administrator regularly works to identify and recover claims payments that should not have been made (for example, claims that are the responsibility of another, duplicates, errors, fraudulent claims, etc.). All recovered amounts will be credited to the Plan.

This Claims Recovery provision in no way reduces the Plan's right to reimbursement or subrogation. Refer to the Subrogation and Right of Recovery provision for additional information.

## **SUBROGATION AND RIGHT OF RECOVERY**

The provisions of this section apply to all current or former Plan participants and also to the parents, guardian, or other representative of a dependent child who incurs claims and is or has been covered by the Plan. No adult covered person hereunder may assign any rights that they 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 the Plan. These provisions will apply to all claims arising from Your Illness or Injury, including, but not limited to, wrongful death, survival or survivorship claims brought on Your, Your estate's or Your heirs' behalf, regardless of whether medical expenses were or could be claimed. "You" or "Your" includes anyone on whose behalf the Plan pays benefits.

The Plan's right of subrogation or reimbursement, as set forth below, extend to all insurance coverage available to You due to an Injury, Illness or condition for which the Plan has paid medical claims (including, but not limited to, liability coverage, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, medical payments coverage, Workers Compensation coverage, no fault automobile coverage or any first party insurance coverage).

Your health Plan is always secondary to automobile no-fault coverage, personal Injury protection coverage, or medical payments coverage, excess coverage or similar contract or insurance.

No disbursement of any settlement proceeds or other recovery funds from any insurance coverage or other source will be made until the health Plan's subrogation and reimbursement interest are fully satisfied.

### **Subrogation**

The "Right of Subrogation" means the Plan is entitled to pursue any claims that You may have in order to recover the benefits paid by the Plan. Immediately upon paying or providing any benefit under the Plan, the Plan shall be subrogated to (stand in the place of) all of Your rights of recovery with respect to any claim or potential claim against any party, due to an Injury, Illness or condition to the full extent of benefits provided or to be provided by the Plan. The Plan may assert a claim or file suit in Your name and take appropriate action to assert its subrogation claim, with or without Your consent. The Plan is not required to pay You part of any recovery it may obtain, even if it files suit in Your name.

### **Reimbursement**

If You receive any payment as a result of an Injury, Illness or condition, You agree to reimburse the Plan first from such payment for all amounts the Plan has paid and will pay as a result of that Injury, Illness or condition, up to and including the full amount of Your recovery. Benefit payments made under the Plan are conditioned upon Your agreement to reimburse the Plan in full from any recovery You receive for Your Injury, Illness or condition.

### **Constructive Trust**

By accepting benefits (whether the payment of such benefits is made to You or made on Your behalf to any provider) You agree that if You receive any payment as a result of an Injury, Illness or condition, You

will serve as a constructive trustee over those funds. Failure to hold such funds in trust will be deemed a breach of Your fiduciary duty to the Plan. No disbursement of any settlement proceeds or other recovery funds from any insurance coverage or other source will be made until the health Plan's subrogation and reimbursement interest are fully satisfied.

### **Lien Rights**

Further, the Plan will automatically have a lien to the extent of benefits paid by the Plan for the treatment of the Illness, Injury or condition upon any recovery whether by settlement, judgment or otherwise, related to treatment for any Illness, Injury or condition for which the Plan paid benefits. The lien may be enforced against any party who possesses funds or proceeds representing the amount of benefits paid by the Plan including, but not limited to, You, Your representative or agent, and/or any other source that possessed or will possess funds representing the amount of benefits paid by the Plan.

### **Assignment**

In order to secure the Plan's recovery rights, You agree to assign to the Plan any benefits or claims or rights of recovery You have under any automobile policy or other coverage, to the full extent of the Plan's subrogation and reimbursement claims. This assignment allows the Plan to pursue any claim You may have, whether or not You choose to pursue the claim.

### **First-Priority Claim**

By accepting benefits from the Plan, You acknowledge that the Plan's recovery rights are a first priority claim and are to be repaid to the Plan before You receive any recovery for Your damages. The Plan shall be entitled to full reimbursement on a first-dollar basis from any payments, even if such payment to the Plan will result in a recovery which is insufficient to make You whole or to compensate You in part or in whole for the damages sustained. The Plan is not required to participate in or pay Your court costs or attorney fees to any attorney You hire to pursue Your damage claim.

### **Applicability to All Settlements and Judgments**

The terms of this entire subrogation and right of recovery provision shall apply and the Plan is entitled to full recovery regardless of whether any liability for payment is admitted and regardless of whether the settlement or judgment identifies the medical benefits the Plan provided or purports to allocate any portion of such settlement or judgment to payment of expenses other than medical expenses provided by the Plan. The Plan is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering, non-economic damages and/or general damages only. The Plan's claim will not be reduced due to Your own negligence.

### **Cooperation**

You agree to cooperate fully with the Plan's efforts to recover benefits paid. It is Your duty to notify the Plan within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of Your intention to pursue or investigate a claim to recover damages or obtain compensation due to Your Injury, Illness or condition. You and Your agents agree to provide the Plan or its representatives notice of any recovery You or Your agents obtain prior to receipt of such recovery funds or within five days if no notice was given prior to receipt of recovery funds. Further, You and Your agents agree to provide notice prior to any disbursement of settlement or any other recovery funds obtained. You and Your agents shall provide all information requested by the Plan, the Claims Administrator or its representative including, but not limited to, completing and submitting any applications or other forms or statements as the Plan may reasonably request and all documents related to or filed in personal Injury litigation. Failure to provide this information, failure to assist the Plan in pursuit of its subrogation rights or failure to reimburse the Plan from any settlement or recovery You receive may result in the denial of any future benefit payments or claim until the Plan is reimbursed in full, termination of Your health benefits or the institution of court proceedings against You.

You shall do nothing to prejudice the Plan's subrogation or recovery interest or prejudice the Plan's ability to enforce the terms of this Plan provision. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the Plan or disbursement of any settlement proceeds or other recovery prior to fully satisfying the health Plan's subrogation and reimbursement interest.

You acknowledge that the Plan has the right to conduct an investigation regarding the Injury, Illness or condition to identify potential sources of recovery. The Plan reserves the right to notify all parties and their agents of its lien. Agents include, but are not limited to, insurance companies and attorneys.

### **Workers' Compensation**

If the entity providing workers' compensation coverage denies Your claim and You have filed an appeal, benefits may be advanced for Covered Services if You agree to hold any recovery obtained in a segregated account for the Plan.

### **Future Medical Expenses**

Benefits for otherwise Covered Services may be excluded when You have received a recovery from another source relating to an Illness or Injury for which benefits would normally be provided. However, the amount of any Covered Services excluded under this provision will not exceed the amount of Your recovery.

### **Interpretation**

In the event that any claim is made that any part of this subrogation and right of recovery provision is ambiguous or questions arise concerning the meaning or intent of any of its terms, the Claims Administrator for the Plan shall have the sole authority and discretion to resolve all disputes regarding the interpretation of this provision.

### **Jurisdiction**

By accepting benefits from the Plan, You agree that any court proceeding with respect to this provision may be brought in any court of competent jurisdiction as the Plan may elect. By accepting such benefits, You hereby submit to each such jurisdiction, waiving whatever rights may correspond by reason of Your present or future domicile. By accepting such benefits, You also agree to pay all attorneys' fees the Plan incurs in successful attempts to recover amounts the Plan is entitled to under this section.

### **COORDINATION OF BENEFITS**

The Coordination of Benefits (COB) provision applies when You have health care coverage under more than one plan (This Plan and an Other Plan). These plans are defined below.

The order of benefit determination rules govern the order 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 according to its policy terms without regard to the possibility that an Other 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 do not exceed 100 percent of the total Allowable Expense.

### **Definitions**

For the purpose of this section, the following definitions shall apply:

Other 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. However, if COB rules do not apply to all contracts, or to all benefits in the same contract, the contract or benefit to which COB does not apply is treated as a separate plan.

- Other Plan includes: group, individual or blanket disability insurance contracts, and group or individual contracts issued by health care service contractors or health maintenance organizations (HMO), Closed Panel Plans or other forms of group coverage; medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental plan, as permitted by law.
- Other Plan does not include: Hospital indemnity or fixed payment coverage or other fixed indemnity or fixed payment coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for nonmedical components of long-term care policies; automobile insurance policies required by statute to provide medical benefits; Medicare supplement policies; Medicaid coverage; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under the above bullet points 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.

This Plan means the part of the Summary Plan Description 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 Summary Plan Description 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.

The order of benefit determination rules determine whether This Plan is a "Primary Plan" or "Secondary Plan" when You have 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 must make payment in an 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 equal 100 percent of the total Allowable Expense for that claim. This means that when This Plan is secondary, it must pay the amount that which, when combined with what the Primary Plan paid, totals not less than the same Allowable Expense that this Plan would have paid if it were the Primary Plan. When the Primary Plan is Medicare and This Plan is secondary, it must pay the amount that which, when combined with what the Primary Plan paid, totals not less than the Medicare Allowable Expense. In addition, if This Plan is secondary, it must calculate its savings (its amount paid subtracted from the amount it would have paid had it been the Primary Plan) and record these savings as a benefit reserve for You. This reserve must be used to pay any expenses during that Calendar Year, whether or not they are an Allowable Expense under This Plan. If This Plan is secondary, it will not be required to pay an amount in excess of its Maximum Benefit plus any accrued savings.

Allowable Expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any plan covering You. 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 You is not an Allowable Expense.

When Medicare, Part A, Part B, Part C, or Part D is primary, Medicare's allowable amount is the Allowable Expense.

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

- 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.
- If You are covered by two or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement method, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
- If You are covered by two 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.

Closed Panel Plan is a plan that provides health care benefits to You in the form of services through a panel of providers who are primarily 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.

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 You are covered by two or more plans, the rules for determining the order of benefit payments are as follows. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any Other Plan. A plan that does not contain a coordination of benefits provision that is consistent with chapter 284-51 of the Washington Administrative Code is always primary

unless the provisions of both plans state that the complying plan is primary, except 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 is excess to any other parts of the plan provided by the contract holder. Examples include major medical coverages that are superimposed over Hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits. A plan may consider the benefits paid or provided by an Other Plan in calculating payment of its benefits only when it is secondary to that Other Plan.

Each plan determines its order of benefits using the first of the following rules that apply:

**Non-Dependent or Dependent.** The plan that covers You other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the plan that covers You as a dependent is the Secondary Plan. However, if You are a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering You as a dependent, and primary to the plan covering You as other than a dependent (for example, a retired employee), then the order of benefits between the two plans is reversed so that the plan covering You as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the Other Plan is the Primary Plan.

**Child Covered Under More Than One Plan.** Unless there is a court decree stating otherwise, when a child is covered by more than one plan the order of benefits is determined as follows:

- For a 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.
- For a child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - If a court decree states that one of the parents is responsible for the 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 claim determination periods commencing after the plan is given notice of the court decree. If benefits have been paid or provided by a Plan before it has actual knowledge of the term in the court decree, these rules do not apply until that Plan's next contract year;
  - If a court decree states one parent is to assume primary financial responsibility for the child but does not mention responsibility for health care expenses, the plan of the parent assuming financial responsibility is primary;
  - If a court decree states that both parents are responsible for the child's health care expenses or health care coverage, the provisions of the first bullet point above (for child(ren) whose parents are married or are living together) determine the order of benefits;
  - 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 child, the provisions of the first bullet point above (for child(ren) whose parents are married or are living together) determine the order of benefits; or
  - If there is no court decree allocating responsibility for the 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, first;
    - The plan covering the spouse of the Custodial Parent, second;
    - The plan covering the noncustodial parent, third; and then
    - The plan covering the spouse of the noncustodial parent, last.

- For a child covered under more than one plan of individuals who are not the parents of the child, the provisions of the first or second bullet points above (for child(ren) whose parents are married or are

living together or for child(ren) whose parents are divorced or separated or not living together) determine the order of benefits as if those individuals were the parents of the child.

**Active Employee or Retired or Laid-off Employee.** The plan that covers You as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The plan covering You as a retired or laid-off employee is the Secondary Plan. The same would hold true if You are a dependent of an active employee and You are 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 under the Non-Dependent or Dependent provision above can determine the order of benefits.

**COBRA or State Continuation Coverage.** If Your coverage is provided under COBRA or under a right of continuation provided by state or other federal law, the plan covering You as an employee, member, subscriber or retiree or covering You 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 under the Non-Dependent or Dependent provision above can determine the order of benefits.

**Longer or Shorter Length of Coverage.** The plan that covered You as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the plan that covered You the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the Allowable Expenses must be shared equally between the plans meeting the definition of This Plan or Other 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**

When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a claim determination period are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan must make payment in an 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 cannot be less than the same Allowable Expense as the Secondary Plan would have paid if it was the Primary Plan. Total Allowable Expense is the highest Allowable Expense of the Primary Plan or the Secondary Plan. In addition, the Secondary Plan must credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

### **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. The Claims Administrator may get the needed facts 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 You. The Claims Administrator need not tell, or get the consent of, any person to do this. You, to claim benefits under This Plan, must give the Claims Administrator any facts they need to apply those rules and determine benefits payable.

### **Facility of Payment**

If payments that should have been made under This Plan are made by an Other Plan, the amount determined to be appropriate to satisfy the intent of this provision may be remitted to the Other Plan. The amounts paid to the Other Plan are considered benefits paid under This Plan. To the extent of such payments, this Plan is fully discharged from liability.

### **Right of Recovery**

This Plan has the right to recover excess payment whenever it has paid Allowable Expenses in excess of the maximum amount of payment necessary to satisfy the intent of this provision. This Plan may recover excess payment from any person to whom or for whom payment was made or any other issuers or plans.

If You are covered by more than one health benefit plan, and You do not know which is Your Primary Plan, You or Your Provider should contact any one of the health plans to verify which plan is primary. The health plan You contact is responsible for working with the other plan to determine which is primary and will let You know within 30 calendar days.

CAUTION: All health plans have timely claim filing requirements. If You or Your Provider fail to submit Your claim to a secondary health plan within that plan's claim filing time limit, the plan can deny the claim. If You experience delays in the processing of Your claim by the primary health plan, You or Your Provider will need to submit Your claim to the secondary health plan within its claim filing time limit to prevent a denial of the claim.

To avoid delays in claim processing, if You are covered by more than one plan You should promptly report to Your Providers and plans any changes in Your coverage.

## Appeal Process

This provision describes the process for submitting an appeal. You may submit an appeal, as detailed below, if You or Your Representative want a review of a claim denial or other action under the Plan. There are two levels of appeal, as well as additional voluntary appeal levels You may pursue. Situations that require a faster decision may qualify for an expedited appeal.

NOTE: For all appeals, written materials provided in support of the appeal that include others' medical or health records and other personal health information should not be submitted.

### WHAT YOU MAY APPEAL

You may appeal an Adverse Benefit Determination. Appeals can be initiated through either written or verbal request using any of the following methods:

Method of Request	Contact Information
Fax	1 (877) 663-7526
Phone	Call the Claims Administrator at 1 (866) 240-9580
Mail	Attn: ASO Appeals and Grievances Regence BlueShield P.O. Box 1106 Lewiston, ID 83501-1106

Each level of appeal, except voluntary external review, must be pursued within 180 days of Your receipt of either the Claims Administrator's determination or the original adverse decision that You are appealing. If You don't appeal within this time period, You will not be able to pursue an appeal. You or Your Representative will be given a reasonable opportunity to provide written materials, including written testimony. If You or Your treating Provider determines that Your health could be jeopardized by waiting for a decision under the regular appeal process, You or Your Provider may request an expedited appeal.

### APPEAL DETERMINATION TIMING

Type of Appeal	When to Expect a Response
Internal appeal involving a Post-Service investigational issue	In writing, within 30 days of the Claims Administrator's receipt of the appeal.
Internal appeal involving all other issues, including a Pre-service preauthorization	In writing, within 15 days of the Claims Administrator's receipt of the appeal.
Expedited appeal	Verbal notice as soon as possible, but no later than 72 hours of receipt of the appeal, followed by written notice mailed to You within 3 calendar days of the verbal notice.
Voluntary external appeal by an Independent Review Organization (IRO)	In writing, within 45 days after the IRO receives the request.
Voluntary expedited appeal by an Independent Review Organization (IRO)	Verbal notice as soon as possible, but no later than 72 hours of the IRO's receipt of the appeal, followed by written notice within 48 hours of the verbal notice.

## **INTERNAL APPEALS**

There are two levels of internal appeal reviewed by an employee(s) of the Claims Administrator who was not involved in the initial decision that You are appealing.

### **First-Level Internal Appeals**

First-level appeals are reviewed by an employee(s) of the Claims Administrator who was not involved in the initial decision that You are appealing. In appeals that involve issues requiring medical judgment, the decision is made by the Claims Administrator's staff of health care professionals.

### **Second-Level Internal Appeals**

Second-level appeals are reviewed by an employee(s) of the Claims Administrator who was not involved in, or subordinate to anyone involved in, the initial or the first-level decision.

## **VOLUNTARY EXTERNAL APPEAL – INDEPENDENT REVIEW ORGANIZATION (IRO)**

A voluntary appeal to an IRO is available only after You have exhausted all of the applicable non-voluntary levels of appeal, or if the Claims Administrator has failed to adhere to all claims and internal appeal requirements. Voluntary external appeals are available for:

- issues involving medical judgment, including, but not limited to, those based on the Plan's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a Covered Service; or
- the determination that a treatment is Investigational.

Voluntary external appeals must be requested within four months of Your receipt of the notice of the prior adverse decision. The Claims Administrator coordinates voluntary external appeals, but the decision is made by an IRO at no cost to You. The Claims Administrator will provide the IRO with the appeal documentation. Choosing the voluntary external appeal as the final level to determine an appeal will be binding in accordance with the IRO's decision and this section.

The voluntary external appeal by an IRO is optional, and You should know that other forums may be used as the final level of appeal to resolve a dispute You have under the Plan. This includes, but is not limited to, civil action per Section 502(a) of ERISA.

## **EXPEDITED APPEALS**

An expedited appeal is available if one of the following applies:

- the application of regular appeal time frames on a Pre-Service or concurrent care claim could jeopardize Your life, health or ability to regain maximum function; or
- according to a Physician with knowledge of Your medical condition, would subject You to severe pain that cannot be adequately managed without the disputed care or treatment.

### **First-Level Expedited Appeal**

The first-level expedited appeal request should state the need for a decision on an expedited basis and must include documentation necessary for the appeal decision. First-level expedited appeals are reviewed by the Claims Administrator's staff of healthcare professionals who were not involved in, or subordinate to anyone involved in, the initial denial determination.

### **Voluntary External Expedited Appeal – IRO**

If You disagree with the decision made in the first-level expedited appeal and You or Your Representative reasonably believes that preauthorization remains clinically urgent (Pre-Service or concurrent), You may request a voluntary external expedited appeal to an IRO. The criteria for a voluntary external expedited appeal to an IRO are the same as described above for a voluntary external appeal.

The Claims Administrator coordinates voluntary external expedited appeals, but the decision is made by an IRO at no cost to You. The Claims Administrator will provide the IRO with the appeal documentation. Choosing the voluntary external expedited appeal as the final level to determine an appeal will be binding in accordance with the IRO's decision and this section.

The voluntary external expedited appeal by an IRO is optional and You should know that other forums may be used as the final level of expedited appeal to resolve a dispute You have under the Plan. This includes, but is not limited to, civil action under Section 502(a) of ERISA.

## **INFORMATION**

If You have any questions about the appeal process, contact Customer Service at 1 (866) 240-9580 or write to Customer Service at the following address: Regence BlueShield, P.O. Box 1106, Lewiston, ID 83501-1106 or facsimile 1 (877) 663-7526.

## **DEFINITIONS SPECIFIC TO THE APPEAL PROCESS**

Adverse Benefit Determination means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including when based on a determination of a Participant's or Beneficiary's eligibility to participate in a Plan, and including, with respect to group health plans, a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental or Investigational, or not Medically Necessary or appropriate. An Adverse Benefit Determination subject to review also includes a denial or rescission of coverage, and any request that the Claims Administrator reconsider a decision to deny, modify, reduce, or terminate payment, coverage, authorization, or provision of health care services or benefits (i.e., contractual exclusions or limitations), including the admission to, or continued stay in, a health care facility.

Independent Review Organization (IRO) is an independent Physician review organization that acts as the decision-maker for voluntary external appeals and voluntary external expedited appeals and that is not controlled by the Claims Administrator.

Post-Service means a request to change an Adverse Benefit Determination for care or services that have been received, or any claim for benefits that is not considered Pre-Service.

Pre-Service means any claim for benefits which the Claims Administrator must approve in advance, in whole or in part, in order for a benefit to be paid.

Representative means someone who represents You for the appeal. The Representative may be an attorney, Your authorized Representative, or a treating Provider. It may also be another party, such as a family member, as long as You or Your legal guardian authorize in writing, disclosure of personal information for the appeal. No authorization is required from the parent(s) or legal guardian of an enrolled dependent child who is less than 13 years old. For expedited appeals only, a health care professional with knowledge of Your medical condition is recognized as Your Representative. Even if You have previously designated a person as Your Representative for a previous matter, an authorization designating that person as Your Representative in a new matter will be required (but redesignation is not required for each appeal level). If no authorization exists and is not received in the course of the appeal, the determination and any personal information will only be disclosed to You, Your Representative, or Your treating Provider.

## Eligibility and Enrollment

This Plan is maintained for employees whose employers are required to contribute to the Machinists Health and Welfare Trust Fund pursuant to a collective bargaining agreement between the employer and I.A.M. District Lodge 160, or any other labor organization approved by the Board of Trustees, or by special or non-bargaining agreement. Non-bargaining unit employees may be subject to their employer's probationary periods. In this Summary Plan Description, references to "You" and "Your" refer to both the Participant and Beneficiaries (except that in the Eligibility and Enrollment section, the terms "You" and "Your" mean the Participant only).

### INITIALLY ELIGIBLE AND WHEN COVERAGE BEGINS

You were entitled to enroll in this Retiree Plan coverage for Yourself and Your eligible dependents under the eligibility requirements in effect with the Group as of August 1, 1999.

Except as described under the special enrollment provision, if Your eligible dependents do not enroll for coverage under the Plan when first eligible, Your eligible dependents must wait until the next annual enrollment period to enroll.

#### Retiree

This Retiree Plan no longer offers new enrollment to retirees effective on or after August 1, 1999. Participants who are otherwise eligible and entitled to participate in the federal Medicare program for benefits are required to enroll and participate in both Parts A and B of the Medicare program. If You or Your covered dependent fails to enroll in Medicare, benefits will be paid as if You were enrolled in Medicare.

#### Employer Withdrawals

In some cases, employers have been granted a prior waiver of the lag month eligibility rule and the cost of such waiver was borne by the Trust Fund. Employees of an employer who was granted a prior waiver and who then terminates participation in the Plan for a reason other than plant closure or bankruptcy will lose lag month eligibility. Upon withdrawal, the Trust Fund will recover the lag month and Your coverage will terminate at the end of the month following the last month for which hours are earned and reported to the Trust Fund. For example, if the last contribution received was for work performed in July, and Your employer was previously granted a waiver of the lag month, coverage will end at the end of August. Withdrawal of participation by an employer is an exception to the lag month eligibility illustrated above. In the usual case, COBRA continuation coverage will not be granted to employees and dependents or former employees and their dependents of a withdrawn employer. You should contact the Administration Office if You have questions about eligibility upon termination from the Plan.

#### ENROLLMENT

Please note: If requested enrollment documentation is not provided, the Plan will not pay claims until the documentation is received and processed. Delayed enrollment documentation may result in the denial of claims. In no event will the Plan pay claims submitted or completed more than 12 months after the incurred date.

Before claims will be processed, a Participant must complete and return an enrollment form to the Administration Office and include any dependents the Participant wishes to cover. The Administration Office may require enrollment documentation to verify dependent status, for example, a copy of a marriage certificate, birth certificate, adoption papers or divorce decree. Dependents must also be enrolled, and any requested documentation returned to the Administration Office and processed prior to claims being processed.

Please submit your Enrollment Form as soon as feasible to begin the enrollment process of any eligible dependents. Supporting enrollment documentation will be requested by the Administration Office after the Enrollment Form has been received.

Enrollment forms are available on the Plan's website (<https://machinistshealth.com/>). Enrollment forms may also be obtained by contacting the Administration Office at the address or telephone number listed in the Plan booklet or at the Plan's website.

Provided that all requested enrollment documentation is received, coverage for your eligible dependents begins on the later of: 1) the date your coverage begins; or 2) the date your dependents first meet the definition of an eligible dependent as described in this section (for example: date of marriage, date of birth, date of adoption, etc.). Dependents will not be eligible for coverage until all requested enrollment documentation is provided and processed. Please note: If requested enrollment documentation is not provided, the Plan will not pay claims until the documentation is received. Delayed enrollment documentation may result in the denial of claims. In no event will the Plan pay claims submitted or completed more than 12 months after the incurred date.

### **Eligibility Provisions – Dependents**

An Active Participant's Dependents are eligible for the same benefits afforded to the Participant except for certain life/accidental death and dismemberment benefits and short-term disability benefits when the dependent has been properly enrolled in the Participant's plan.

Negotiated benefit plans are described in the individual collective bargaining agreements maintained by the Union. Dependents must be enrolled by the Participant before claims will be paid.

### **Definition of Dependent**

A Dependent means one of the following:

- A Participant's spouse (unless legally separated). The Participant and spouse must be legally married under federal law.
- A Participant's domestic partner. For non-registered domestic partners, an affidavit of qualifying domestic partnership is required.
- A Participant's children under the age of 26 who are:
  - Natural children.
  - A Participant's legally adopted children.
  - Children placed with the Participant for adoption before the adoption is finalized. "Placed for adoption" means the assumption and retention by the Participant of the legal obligation for the total or partial support of the child to be adopted in connection with adoption proceedings.
  - A Participant's stepchildren.
  - A foster child who has been legally placed with the Participant by an authorized placement agency or by judgment, decree or other order of a court of competent jurisdiction, provided such placement occurred before the child attained age 18, and the child depends on the Participant for support, and lives with the Participant in a regular parent-child relationship or attends school fulltime.
  - A child for whom the Participant has legal custody or is the legal guardian pursuant to a judgment, decree, or other order of a court of competent jurisdiction provided the Participant was awarded custody before the child attained age 18, and the child depends on the Participant for support, and lives with the Participant in a regular parent-child relationship or attend school fulltime.
  - Coverage is continued beyond age 26 for an unmarried Dependent child who is dependent on the Participant for support; is not capable of self-sustaining employment by reason of developmental, physical or mental disability; and was a Dependent child and so disabled at the time of reaching age 26. Written proof of such disability must be submitted to the Administration Office within 31 days of the child's attainment of age 26. The Plan, upon receipt of the proof, may require periodic examinations of the child by a Physician designated by the Plan, but not more often than once every two years. Coverage of a disabled Dependent child will end when the disability no longer exists, when the Participant's coverage ends, or when any required evidence of disability requested by the Plan is not submitted.

Please note: If requested enrollment documentation is not provided, the Plan will not pay claims until the documentation is received and processed. Delayed enrollment documentation may result in the denial of claims. In no event will the Plan pay claims submitted or completed more than 12 months after the incurred date.

## NEWLY ELIGIBLE DEPENDENTS

You may enroll a dependent who becomes eligible for coverage after Your Effective Date by completing and submitting an enrollment request (and, for a non-registered domestic partner, an affidavit of qualifying domestic partnership) to the Administration office. Coverage for such dependents will begin on their Effective Dates. For a new child by birth, or a new child adopted or placed for adoption within 60 days of birth, the Effective Date is the date of birth. The Effective Date for any other child by adoption or Placement for Adoption is the date of Placement for Adoption.

## SPECIAL ENROLLMENT

Note: The Trust Fund maintains that employees cannot decline coverage when first eligible; any reference in this Special Enrollment provision relating to You (as the employee) declining coverage when first eligible is not applicable.

There are certain situations when You may enroll Yourself and/or Your eligible dependents, even though You didn't do so when first eligible, and You do not have to wait for an annual open enrollment period.

Note that loss of eligibility does not include a loss because You failed to timely pay Your portion of the cost of coverage or when termination of coverage was because of fraud. It also doesn't include Your decision to terminate coverage, though it may include Your decision to take another action (for example, terminating employment) that results in a loss of eligibility.

If You are already enrolled or if You declined coverage when first eligible and subsequently have one of the following qualifying events, You (unless already enrolled), Your spouse (or Your domestic partner) and any eligible children are eligible to enroll for coverage under the Plan within 30 days from the date of the qualifying event (except that where the qualifying event is involuntary loss of coverage under Medicaid or the Children's Health Insurance Program (CHIP), You have 60 days from the date of the qualifying event to enroll):

- You and/or Your eligible dependents lose coverage under another group or individual health benefit plan due to one of the following:
  - an employer's contributions to that other plan are terminated;
  - exhaustion of federal COBRA or any state continuation; or
  - loss of eligibility, for instance, due to legal separation, divorce, termination of domestic partnership, death, termination of employment or reduction in hours, or meeting or exceeding the lifetime limit on all benefits of a former plan.
- You and/or Your eligible dependent lose coverage due to no longer residing, living, or working in the service area of that coverage (and, if the coverage is in the group market, no other benefit package was available through the sponsoring entity).
- You involuntarily lose coverage under Medicare, CHAMPUS/Tricare, Indian Health Service or a publicly sponsored or subsidized health plan (other than the Children's Health Insurance Program (CHIP), see below).
- You lose coverage under Medicaid or the Children's Health Insurance Program (CHIP).

For the above qualifying events, if enrollment is requested as specified, coverage will be effective on the day after the prior coverage ended.

If You are already enrolled or if You declined coverage when first eligible and subsequently have one of the following qualifying events, You, (unless already enrolled), Your spouse (or Your domestic partner) and any eligible children are eligible to apply for coverage under the Plan within 30 days from the date of the qualifying event (except that, where the qualifying event is You and/or Your Beneficiary becoming eligible for premium assistance under Medicaid or Children's Health Insurance Program (CHIP), or the Washington State Department of Social and Health Services (DSHS) determination that it is cost-effective for an eligible Beneficiary to have coverage under the Plan, You have 60 days from the date of the qualifying event to enroll):

- You marry or begin a domestic partnership; or

- You acquire a new child by birth, adoption, or Placement for Adoption.

If You are already enrolled or if You declined coverage when first eligible and subsequently have the following qualifying event, You (unless already enrolled), Your spouse (or Your domestic partner) and any eligible children are eligible to enroll for coverage under the Plan within 60 days from the date of the qualifying event:

- You and/or Your dependent(s) become eligible for premium assistance under Medicaid or the Children's Health Insurance Program (CHIP).

For the above qualifying events, if enrollment is requested as specified, coverage will be effective on the first of the calendar month following the date of the qualifying event, except that where the qualifying event is a child's birth, adoption, or Placement for Adoption, coverage is effective from the date of the birth, adoption or placement.

### **ANNUAL OPEN ENROLLMENT PERIOD**

The annual open enrollment period is the only time, other than initial eligibility or a special enrollment period, during which You and/or Your eligible dependents may enroll in this Plan. You must submit an enrollment form to the Administration Office (and, in the case of a non-registered domestic partner, a completed affidavit of qualifying domestic partnership form) on behalf of all individuals You want enrolled. Coverage will begin on the Effective Date.

### **DOCUMENTATION OF ELIGIBILITY**

You must promptly provide (or coordinate) any necessary and appropriate information to determine the eligibility of a dependent. Such information must be received before claims will be processed.

### **TRANSITION RULES**

The following additional rule applies to certain transition procedures:

Individuals who are participating in other Machinist-related health and welfare plans as retirees may be entitled to participate in this Regence Medical Plan, subject to a written agreement providing for these benefits executed by a merger, provided that such Machinist-related plan has merged its trust fund and benefit plan with the Machinists Health and Welfare Trust Fund.

## When Coverage Ends

This section describes the situations when coverage will end for You and/or Your Beneficiaries. You must notify the Claims Administrator within 30 days of the date on which an enrolled Beneficiary is no longer eligible for coverage.

No person will have a right to receive any benefits after the Plan terminates. Termination of Your or Your Beneficiary's coverage under the Plan for any reason will completely end all obligations to provide You or Your Beneficiary benefits for Covered Services received after the date of termination. This applies whether or not You or Your Beneficiary is then receiving treatment or is in need of treatment for any illness or injury incurred or treated before or while the Plan was in effect.

### AGREEMENT TERMINATION

If the Agreement is terminated or not renewed, claims administration by Regence ends for You and Your Beneficiaries on the date the Agreement is terminated or not renewed (except, if agreed between the Plan Sponsor and Regence, Regence may administer certain claims for services that Claimants received before that termination or nonrenewal).

### WHAT HAPPENS WHEN YOU ARE NO LONGER ELIGIBLE

If You are no longer eligible as explained in the following paragraphs, coverage ends for You and Your Beneficiaries on the last day of the month in which Your eligibility ends. However, it may be possible for You and/or Your Beneficiaries to continue coverage under the Plan according to the continuation of coverage provisions.

### TERMINATION OF YOUR EMPLOYMENT OR YOU ARE OTHERWISE NO LONGER ELIGIBLE

If You are no longer eligible due to termination of employment or You are otherwise no longer eligible according to the terms of the Plan, coverage will end for You and all Beneficiaries on the last day of the month following the date on which eligibility ends.

### NONPAYMENT

If You fail to make required timely contributions to the cost of coverage under the Plan, coverage will end for You and all Beneficiaries.

### FAMILY AND MEDICAL LEAVE

If Your employer grants You a leave of absence under an applicable state or federal family and medical leave law the following rules will apply. The federal Family and Medical Leave Act is generally applicable to private employers of 50 or more employees and public employers of any size, but state law may be applicable more broadly. You will be entitled to continued coverage under this provision only to the extent You are eligible for leave under the terms of the applicable law:

- You and Your Beneficiaries will remain eligible to be enrolled under the Plan during the leave for a period of up to 12 weeks, or as required by law, during a 12-month period for one of the following:
  - to care for Your newly born child;
  - to care for Your spouse, domestic partner, child or parent, with a serious health condition;
  - the placement of a child with You for adoption or foster care; or
  - You suffer a serious physical or Mental Health Condition.

During the leave, You must continue to make payments for coverage through the Plan Sponsor on time. The provisions described here will not be available if the Plan terminates.

If You and/or Your Beneficiaries elect not to remain enrolled during the leave, You (and/or Your Beneficiaries) will be eligible to be reenrolled under the Plan on the date You return from the leave. In order to reenroll after You return from a leave, You must sign a new enrollment form as if You were a newly eligible employee. In this situation, if You reenroll within the required time, all of the terms and conditions of the Plan will resume at the time of reenrollment as if there had been no lapse in coverage.

You (and/or Your Beneficiaries) will receive credit for any waiting period served before the leave and You will not have to re-serve any probationary period under the Plan.

Persons entitled to coverage under this provision will not be entitled to any other extension of benefits described in this section for the same situation that entitles them to coverage under this provision. Entitlement to leave does not constitute a qualifying event for COBRA continuation. However, a person who does not return to active employment following leave may be entitled to COBRA continuation coverage. The duration of that COBRA continuation will be calculated from the date the person fails to return from the leave.

The provisions and administration described here are based on the requirements of, and will be governed by, the applicable law and any subsequent amendments and regulations. If any conflicts arise between the provisions described here and applicable law, the minimum requirements of the law will govern. This leave provision is available only to groups that are required by law to comply. The Plan Sponsor must keep the Claims Administrator advised regarding the eligibility for coverage of any employee who may be entitled to the benefits extended by an applicable leave.

## **WHAT HAPPENS WHEN YOUR BENEFICIARIES ARE NO LONGER ELIGIBLE**

If Your dependent is no longer eligible as explained in the following paragraphs, coverage ends for Your Beneficiaries on the last day of the month in which their eligibility ends. However, it may be possible for an ineligible dependent to continue coverage under the Plan according to the continuation of coverage provisions.

### **Divorce or Annulment**

Eligibility ends for Your enrolled spouse and the spouse's children (unless such children remain eligible by virtue of their continuing relationship to You) on the last day of the month following the date a divorce or annulment is final.

### **Death of the Participant**

If You die, coverage for Your Beneficiaries ends on the last day of the month following the month in which You are not compensated for 80 hours.

### **Termination of Domestic Partnership**

If Your domestic partnership terminates after the Effective Date (including any change in status such that You and Your domestic partner no longer meet any of the requirements outlined in the definition of a dependent), eligibility ends for the domestic partner and the domestic partner's children (unless such children remain eligible by virtue of their continuing relationship to You) on the last day of the month following the date of termination of the domestic partnership. You are required to provide notice of the termination of a domestic partnership within 30 days of its occurrence. This termination provision does not apply to any termination of domestic partnership that occurs as a matter of law because the parties to the domestic partnership enter into a marriage (including any entry into marriage by virtue of an automatic conversion of the domestic partnership into a marriage).

### **Loss of Dependent Status**

- Eligibility ends on the last day of the month in which an enrolled child exceeds the dependent age limit.
- Eligibility ends on the date in which an enrolled child is removed from placement due to disruption of placement before legal adoption.

### **OTHER CAUSES OF TERMINATION**

Claimants may be terminated for any of the following reasons. However, it may be possible for them to continue coverage under the Plan according to the continuation of coverage provisions.

### **Fraudulent Use of Benefits**

If You or Your Beneficiary engages in an act or practice that constitutes fraud in connection with coverage or makes an intentional misrepresentation of material fact in connection with coverage, coverage under the Plan will terminate for that Claimant.

**Fraud or Misrepresentation in Application**

Coverage under the Plan is based upon all information furnished to the Claims Administrator, for the benefit of the Plan by You or on behalf of You and Your Beneficiaries. In the event of any intentional misrepresentation of material fact or fraud regarding a Claimant (including, but not limited to, a person who is listed as a dependent, but does not meet the eligibility requirements in effect with the Plan Sponsor), any action allowed by law or contract may be taken, including denial of benefits, termination of coverage and/or pursuit of criminal charges and penalties.

## COBRA Continuation of Coverage

The following is a brief summary of the continuation of coverage provisions of Federal law, commonly known as COBRA. More detailed information is available from the Administration Office.

COBRA is a continuation of this coverage for a limited time after certain events cause a loss of eligibility.

COBRA continuation is available to Your Beneficiaries (except Your domestic partner and their children) if they lose eligibility because:

- Your employment is terminated;
- Your hours of work are reduced;
- You die;
- You and Your spouse divorce or the marriage is annulled;
- You become entitled to Medicare benefits; or
- Your Beneficiary loses eligibility as a child under this coverage.

COBRA also is available to You if You lose eligibility because Your employment terminates or Your hours of work are reduced. (A special COBRA continuation also applies to You and Your Beneficiaries under certain conditions if You are retired and Your employer files for bankruptcy.)

There are some circumstances involving disability or the occurrence of a second one of these events that can result in extension of the limited period of continuation following a termination of employment or reduction in working hours. COBRA also can terminate earlier than the maximum periods.

### General Rules

Generally, You or Your Beneficiaries are responsible for payment of the full cost for COBRA continuation coverage, plus an administration fee, even if the Plan Sponsor contributes toward the cost of those not on COBRA continuation. The administration fee is two percent or, during any period of extension for disability, 50 percent.

In order to preserve Your and Your Beneficiary's rights under COBRA, You or Your Beneficiaries must inform the Plan Sponsor in writing within 60 days of:

- Your divorce or annulment or a loss of eligibility of a child;
- Your initial loss of eligibility due to Your termination of employment or reduction in working hours and You experience another one of the events listed above; or
- a Social Security disability determination that You or Your Beneficiary was disabled for Social Security purposes at the time of a termination of employment or reduction in working hours or within the first 60 days of COBRA continuation following that event. (If a final determination is later made that You or Your Beneficiary is no longer disabled for Social Security purposes, You or Your Beneficiary must provide the Plan Sponsor notice of that determination within 30 days of the date it is made.)

The Plan Sponsor also must meet certain notification, election and payment deadline requirements. It is very important that You keep the Plan Sponsor informed of the current address of all Claimants who are or may become qualified beneficiaries.

If You or Your Beneficiaries do not elect COBRA continuation coverage, coverage under the Plan will end according to the terms described in the Summary Plan Description and claims under the Plan for services provided on and after the date coverage ends will not be paid. Further, this may jeopardize Your or Your Beneficiaries' future eligibility for an individual plan.

**Notice**

The complete details on the COBRA Continuation provisions outlined here are available from the Plan Sponsor.

After You and/or Your Beneficiaries' exhaust COBRA continuation coverage, an Individual policy may be available.

## General Provisions and Legal Notices

This section explains various general provisions and legal notices regarding Your benefits under this coverage.

### CHOICE OF FORUM

Any legal action arising out of the Plan must be filed in a court in the state of Washington.

### GOVERNING LAW AND DISCRETIONARY LANGUAGE

The Plan will be governed by and construed in accordance with the laws of the United States of America and by applicable laws of the state of Washington without regard to its conflict of law rules. The Plan Administrator, the Plan Sponsor, delegates the Claims Administrator discretion for the purpose of paying benefits under this coverage only if it is determined that You are entitled to them and of interpreting the terms and conditions of the Plan. Final determinations pursuant to this reservation of discretion do not prohibit or prevent a claimant from seeking judicial review of those determinations in federal court. The reservation of discretion made under this provision only establishes the scope of review that a court will apply when You seek judicial review of a determination of the entitlement to and payment of benefits or interpretation of the terms and conditions applicable to the Plan. The Claims Administrator is not the Plan Administrator, but does provide claims administration under the Plan, and the court will determine the level of discretion that it will accord determinations.

### LIMITATIONS ON LIABILITY

In all cases, You have the exclusive right to choose a health care Provider. Since neither the Plan nor the Claims Administrator provides any health care services, neither can be held liable for any claim or damages connected with Injuries You suffer while receiving health services or supplies provided by professionals who are neither employees nor agents of the Plan or the Claims Administrator. Neither the Claims Administrator nor the Plan is responsible for the quality of health care You receive, except as provided by law.

In addition, the Claims Administrator will not be liable to any person or entity for the inability or failure to procure or provide the benefits of the Plan by reason of epidemic, disaster or other cause or condition beyond the Claims Administrator's control.

### NO WAIVER

The failure or refusal of either party to demand strict performance of the Plan or to enforce any provision will not act as or be construed as a waiver of that party's right to later demand its performance or to enforce that provision. No provision of the Plan will be considered waived unless such waiver is reduced to writing and signed by one of the Plan Sponsor's authorized officers.

### NONASSIGNMENT

Only You are entitled to benefits under the Plan. These benefits are not assignable or transferable to anyone else and You (or a custodial parent or the state Medicaid agency, if applicable) may not delegate, in full or in part, benefits or payments to any person, corporation or entity. Any attempted assignment, transfer or delegation of benefits will be considered null and void and will not be binding on the Plan. You may not assign, transfer or delegate any right of representation or collection other than to legal counsel directly authorized by You on a case-by-case basis.

### NOTICES

Any notice to Claimants or to the Plan Sponsor required in the Plan will be considered properly given if written notice is deposited in the United States mail or with a private carrier. Notices to a Participant or to the Plan Sponsor will be addressed to the last known address appearing in the Claims Administrator's records. If the Claims Administrator receives a United States Postal Service change of address (COA) form for a Participant, it will update its records accordingly. Additionally, the Claims Administrator may forward notice for a Participant to the Plan Administrator or Plan Sponsor if it becomes aware that it doesn't have a valid mailing address for the Participant. Any notice to the Claims Administrator required in the Agreement may be mailed to the Claims Administrator's Customer Service address. However,

notice to the Claims Administrator will not be considered to have been given to and received by it until physically received.

### **NOTICE OF PRIVACY PRACTICES**

A Notice of Privacy Practices is available by calling Customer Service or visiting the Claims Administrator's website.

### **PLAN SPONSOR IS AGENT**

The Plan Sponsor is Your agent for all purposes under the Plan and not the agent of the Claims Administrator. You are entitled to health care benefits pursuant to the Plan. In the Agreement, the Plan Sponsor agrees to act as agent for You in acknowledging Your agreement to the terms, provisions, limitations and exclusions contained in this Summary Plan Description. You, through the enrollment form signed by the Participant, and as beneficiaries of the Plan, acknowledge and agree to the terms, provisions, limitations and exclusions described in this Summary Plan Description.

### **QUALIFIED MEDICAL CHILD SUPPORT ORDER DETERMINATION PROCEDURE**

A copy of the procedures governing qualified medical child support order (QMCSO) determinations can be obtained by participants and beneficiaries, without charge, by contacting the Administration Office.

### **RELATIONSHIP TO BLUE CROSS AND BLUE SHIELD ASSOCIATION**

The Plan Sponsor on behalf of itself and its Claimants expressly acknowledges its understanding that the Agreement constitutes an agreement solely between the Plan Sponsor and Regence BlueShield, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the Association), permitting Regence to use the Blue Shield Service Mark in the state of Washington for those counties designated in the Service Area, and that Regence BlueShield is not contracting as the agent of the Association. The Plan Sponsor on behalf of itself and its Claimants further acknowledges and agrees that it has not entered into the Agreement based upon representations by any person or entity other than Regence BlueShield and that no person or entity other than Regence BlueShield will be held accountable or liable to the Plan Sponsor or the Claimants for any of Regence's obligations to the Plan Sponsor or the Claimants created under the Agreement. This paragraph will not create any additional obligations whatsoever on the part of Regence BlueShield other than those obligations created under other provisions of the Agreement.

### **REPRESENTATIONS ARE NOT WARRANTIES**

In the absence of fraud, all statements You make in an enrollment form will be considered representations and not warranties. No statement made for obtaining coverage will void such coverage or reduce benefits unless contained in a written document signed by You, a copy of which is furnished to You.

### **RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION AND MEDICAL RECORDS**

It is important to understand that Your personal health information may be requested or disclosed by the Claims Administrator. This information will be used for the purpose of facilitating health care treatment, payment of claims or business operations necessary to administer health care benefits; or as required by law.

The information requested or disclosed may be related to treatment or services received from:

- an insurance carrier or group health plan;
- any other institution providing care, treatment, consultation, pharmaceuticals or supplies;
- a clinic, Hospital, long-term care or other medical facility; or
- a Physician, dentist, Pharmacist or other physical or behavioral health care Practitioner.

Health information requested or disclosed by the Claims Administrator may include, but is not limited to:

- billing statements;
- claim records;
- correspondence;

- dental records;
- diagnostic imaging reports;
- Hospital records (including nursing records and progress notes);
- laboratory reports; and
- medical records.

The Claims Administrator is required by law to protect Your personal health information, and must obtain prior written authorization from You to release information not related to routine health insurance operations. A Notice of Privacy Practices is available by visiting the Claims Administrator's website or contacting Customer Service.

You have the right to request, inspect and amend any records that the Claims Administrator has that contain Your personal health information. Contact Customer Service to make this request.

**NOTE: This provision does not apply to information regarding HIV/AIDS, psychotherapy notes, alcohol/drug services and genetic testing. A specific authorization will be obtained from You in order for the Claims Administrator to receive information related to these health conditions.**

### **STATEMENT OF RIGHTS UNDER THE NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending Provider (for example, Your Physician, nurse midwife, or Physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under federal law, require that a Physician or other health care provider obtain preauthorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain Providers or facilities, or to reduce Your out-of-pocket costs, You may be required to obtain preauthorization. For information on preauthorization, contact Your Plan Administrator.

### **TAX TREATMENT**

The Claims Administrator does not provide tax advice. Consult Your financial or tax advisor for information about the appropriate tax treatment of benefit payments and reimbursements.

### **WHEN BENEFITS ARE AVAILABLE**

In order for health expenses to be covered, they must be incurred while coverage is in effect. Coverage is in effect when all of the following conditions are met:

- the person is eligible to be covered according to the eligibility provisions described in the Plan; and
- the person has enrolled in coverage and has been enrolled by the Claims Administrator.

The expense of a service is incurred on the day the service is provided and the expense of a supply is incurred on the day the supply is delivered to You.

**WOMEN'S HEALTH AND CANCER RIGHTS**

If You are receiving benefits in connection with a mastectomy and You, in consultation with Your attending Physician, elect breast reconstruction, coverage under the Plan will be provided (subject to the same provisions as any other benefit) for:

- reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- prosthesis and treatment of physical complications of all stages of mastectomy, including lymphedemas.

## Definitions

The following are definitions of important terms, other terms are defined where they are first used.

Affiliate means a company with which the Claims Administrator has a relationship that allows access to Providers in the state in which the Affiliate serves and includes only the following companies: Regence BlueShield of Idaho in the state of Idaho, Regence BlueCross BlueShield of Oregon in the state of Oregon, and Regence BlueCross BlueShield of Utah in the state of Utah.

Allowed Amount means:

- For preferred and participating Providers, the amount that they have contractually agreed to accept as payment in full for Covered Services.
- For nonparticipating (non-contracted) Providers, the amount the Claims Administrator has determined to be reasonable charges or has negotiated for Covered Services. The Allowed Amount may be based upon billed charges for some services, as determined by the Claims Administrator or as otherwise required by law.

Charges in excess of the Allowed Amount are not considered reasonable charges and are not reimbursable. For questions regarding the basis for determination of the Allowed Amount, contact the Claims Administrator.

Ambulatory Surgical Center means a distinct facility or that portion of a facility that operates exclusively to provide surgical services to patients who do not require hospitalization and for whom the expected duration of services does not exceed 24 hours following admission. Ambulatory Surgical Center does not mean: (1) individual or group practice offices of private physicians or dentists that do not contain a distinct area used for specialty or multispecialty outpatient surgical treatment on a regular and organized basis or (2) a portion of a licensed Hospital designated for outpatient surgical treatment.

Beneficiary means a Participant's eligible dependent who is listed on the Participant's completed enrollment form and who is enrolled under the Plan.

Calendar Year means the period from January 1 through December 31 of the same year; however, the first Calendar Year begins on the Claimant's Effective Date.

Category 1 means the benefit reimbursement level for services that are received from a contracted Provider with the Claims Administrator in Your Provider network who provides services and supplies to Claimants in accordance with the provisions of this coverage. Your Provider network is Preferred and may include the Claims Administrator's Affiliates. Category 1 also means a Provider outside the area that the Claims Administrator or one of the Claims Administrator's Affiliates serves, but who has contracted with another Blue Cross and/or Blue Shield organization in the BlueCard Program as a preferred Provider. Refer to the Out-of-Area Services Section for additional details. Category 1 reimbursement is generally at the highest payment level and You will not be charged for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services. For services under the Gene Therapy and Adoptive Cellular Therapy benefit, Category 1 Providers include only the Claims Administrator's identified Centers of Excellence for the particular therapy.

Category 2 means the benefit reimbursement level for services that are received from a contracted Provider with the Claims Administrator in Your Provider network who provides services and supplies to Claimants in accordance with the provisions of this coverage. Your Provider network is Participating and may include the Claims Administrator's Affiliates. Category 2 also means a Provider outside the area that the Claims Administrator or one of the Claims Administrator's Affiliates serves, but who has contracted with another Blue Cross and/or Blue Shield organization in the BlueCard Program as a participating Provider. Refer to the Out-of-Area Services Section for additional details. Category 2 reimbursement is generally a lower payment level than Category 1, but You will not be charged for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services. For services under the Gene Therapy and Adoptive Cellular Therapy benefit, Category 2 Providers include any Provider that is not one of the Claims Administrator's identified Centers of Excellence for the particular therapy.

Category 3 means the benefit reimbursement level for services that are received from a Provider that is a non-contracted (nonparticipating) Provider. Category 3 reimbursement is generally the lowest payment level of all categories, and You may be billed for balances beyond any Deductible, Copayment and/or Coinsurance for Covered Services. For services under the Gene Therapy and Adoptive Cellular Therapy benefit, Category 3 Providers include any Provider that is not one of the Claims Administrator's identified Centers of Excellence for the particular therapy.

Claimant means a Participant or a Beneficiary.

Commercial Seller includes, but is not limited to, retailers, wholesalers or commercial vendors that are not Providers, who are approved to provide new medical supplies, equipment and devices in accordance with the provisions of this coverage.

Cosmetic means services or supplies (including medications) that are provided primarily to improve or change appearance to normal structures of the body.

Covered Service means a service, supply, treatment or accommodation that is listed in the benefits section in this SPD.

Custodial Care means care for watching and protecting a patient, rather than being a Health Intervention. Custodial Care includes care that helps the patient conduct activities of daily living that can be provided by a person without medical or paramedical skills and/or is primarily to separate the patient from others or prevent self-harm.

Dental Service means services or supplies (including medications) that are provided to prevent, diagnose, or treat diseases or conditions of the teeth and adjacent supporting soft tissues, including treatment that restores the function of teeth.

Durable Medical Equipment means an item that can withstand repeated use, is primarily used to serve a medical purpose, is generally not useful to a person in the absence of Illness or Injury and is appropriate for use in the Claimant's home.

Effective Date means the date Your coverage under the Agreement begins after acceptance for enrollment under the Plan.

Emergency Medical Condition means a medical, mental health, or substance use disorder condition that manifests itself by acute symptoms of sufficient severity (including, but not limited to, severe pain or emotional distress) such that a prudent layperson who has an average knowledge of medicine and health would reasonably expect the absence of immediate medical attention at a Hospital emergency room to result in any one of the following:

- placing the Claimant's health, or with respect to a pregnant Claimant, the Claimant's health or the health of the unborn child, in serious jeopardy;
- serious impairment to bodily functions; or
- serious dysfunction of any bodily organ or part.

Experimental/Investigational means a Health Intervention that the Claims Administrator has classified as Experimental or Investigational. The Claims Administrator will review Scientific Evidence from well-designed clinical studies found in Peer-Reviewed Medical Literature, if available, and information obtained from the treating Physician or Practitioner regarding the Health Intervention to determine if it is Experimental or Investigational. A Health Intervention not meeting all of the following criteria, is, in the Claims Administrator's judgment, Experimental or Investigational:

- If a medication or device, the Health Intervention must have final approval from the United States Food and Drug Administration as being safe and efficacious for general marketing. However, if a medication is prescribed for other than its FDA-approved use and is recognized as "effective" for the use for which it is being prescribed, benefits for that use will not be excluded. To be considered "effective" for other than its FDA-approved use, a medication must be so recognized in one of the standard reference compendia or, if not, then in a majority of relevant Peer-Reviewed Medical

Literature; or by the United States Secretary of Health and Human Services. The following additional definitions apply to this provision:

- Peer-Reviewed Medical Literature is scientific studies printed in journals or other publications in which original manuscripts are published only after having been critically reviewed for scientific accuracy, validity and reliability by unbiased independent experts. Peer-Reviewed Medical Literature does not include in-house publications of pharmaceutical manufacturing companies.
- Standard Reference Compendia is one of the following: the American Hospital Formulary Service-Drug Information, the United States Pharmacopoeia-Drug Information or other authoritative compendia as identified from time to time by the federal Secretary of Health and Human Services or the Washington State Insurance Commissioner.
- The Scientific Evidence must permit conclusions concerning the effect of the Health Intervention on Health Outcomes, which include the disease process, Illness or Injury, length of life, ability to function and quality of life.
- The Health Intervention must improve net Health Outcome.
- Medications approved under the FDA's Accelerated Approval Pathway must show improved Health Outcomes.
- The Scientific Evidence must show that the Health Intervention is at least as beneficial as any established alternatives.
- The improvement must be attainable outside the laboratory or clinical research setting.

Facility Fee means any separate charge or billing by a Provider-based clinic in addition to a professional fee for office visits that are intended to cover room and board, building, electronic medical records systems, billing, and other administrative or operational expenses.

Family means a Participant and any Beneficiaries.

Gender Affirming Treatment means Medically Necessary Covered Services (to the extent such services are permitted under applicable law) provided by a Provider and prescribed in accordance with generally accepted standards of care to treat gender dysphoria.

Health Intervention is a medication, service or supply provided to prevent, diagnose, detect, treat or palliate the following:

- disease;
- Illness or Injury;
- genetic or congenital anomaly;
- pregnancy;
- biological or psychological condition that lies outside the range of normal, age-appropriate human variation; or
- to maintain or restore functional ability.

A Health Intervention is defined not only by the intervention itself, but also by the medical condition and patient indications for which it is being applied.

Health Outcome means an outcome that affects health status as measured by the length or quality of a person's life. The Health Intervention's overall beneficial effects on health must outweigh the overall harmful effects on health.

Hospital means a facility that is licensed as a general acute or specialty Hospital by the state in which the Hospital is located. A Hospital provides continuous 24-hour nursing services by registered nurses. A Hospital has an attending medical staff consisting of one or more Physicians. A Hospital under this definition is not, other than incidentally, a place for rest, a nursing home or a facility for convalescence.

Illness means a:

- congenital malformation that causes functional impairment;
- condition, disease, ailment or bodily disorder, other than an Injury; or

- pregnancy.

Injury means physical damage to the body caused by:

- a foreign object;
- force;
- temperature;
- a corrosive chemical; or
- the direct result of an accident, independent of illness or any other cause.

Lifetime means the entire length of time a Claimant is continuously covered under the Plan (which may include more than one coverage) through the Plan Sponsor with the Claims Administrator.

Medically Necessary or Medical Necessity means health care services or supplies that a Physician or other health care Provider, exercising prudent clinical judgment, would provide to a patient to prevent, evaluate, diagnose or treat an illness, injury, disease or its symptoms, and that are:

- in accordance with generally accepted standards of medical practice. "Generally accepted standards of medical practice" means standards that are based on credible Scientific Evidence published in Peer-Reviewed Medical Literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of Physicians and other health care Providers practicing in relevant clinical areas and any other relevant factors.
- clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease;
- not primarily for the convenience of the patient, Physician or other health care Provider; and
- not more costly than an alternative service or sequence of services or supply at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

Medical Necessity determinations are made by health professionals applying their training and experience, and using applicable medical policies developed through periodic review of generally accepted standards of medical practice.

Participant means an employee (or a retiree for purposes of this Retiree Plan Summary Plan Description) of the Plan Sponsor who is eligible under the terms described in this SPD, has completed an enrollment form and is enrolled under this coverage.

Physician means an individual who is duly licensed as a doctor of medicine, doctor of osteopath (D.O.), doctor of podiatric medicine (D.P.M.) or doctor of naturopathic medicine (N.D.) who is a Provider covered under this Plan.

Placement for Adoption means an assumption of a legal obligation for total or partial support of a child in anticipation of adoption of the child. Upon termination of all legal obligation for support, placement ends.

Practitioner means a healthcare professional, other than a Physician, who is duly licensed to provide medical or surgical services. Practitioners include, but are not limited to:

- chiropractors;
- psychologists;
- registered nurse practitioners;
- advanced registered nurse practitioners (ARNPs);
- certified registered nurse anesthetists;
- dentists (doctor of medical dentistry, doctor of dental surgery, or a dentist); and
- other professionals practicing within the scope of their respective licenses, such as massage therapists, physical therapists and mental health counselors.

Provider means:

- a Hospital;

- a Skilled Nursing Facility;
- an Ambulatory Surgical Center;
- a Physician;
- a Practitioner; or
- other individual or organization which is duly licensed to provide medical or surgical services.

Regence refers to Regence BlueShield.

Retail Clinic means a walk-in health clinic located within a retail operation and providing, on an ambulatory basis, preventive and primary care services. A Retail Clinic does not include:

- an office or independent clinic outside a retail operation;
- an Ambulatory Surgical Center;
- an urgent care center;
- a Hospital;
- a Pharmacy;
- a rehabilitation facility; or
- a Skilled Nursing Facility.

Scientific Evidence means scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or findings, studies or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes. However, Scientific Evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

Service Area means the geographic area in Washington state where the Claims Administrator has been authorized by the State of Washington to sell and market this Plan. The Service Area for this Plan is the following counties:

Clallam, Columbia, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Klickitat, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, Walla Walla, Whatcom and Yakima.

Skilled Nursing Facility means a facility or distinct part of a facility which is licensed by the state in which it is located as a nursing care facility and which provides skilled nursing services by or under the direction and supervision of a registered nurse.

Summary Plan Description (SPD) is a summary of the benefits provided by the Group Health Plan (GHP). A GHP with different benefit plan options may describe them in one SPD or in separate SPDs for each alternative benefit plan option.

## Appendix: Value-Added Services

This Plan includes access to the value-added services detailed in this Appendix. Services may be provided through third-party program partners who are solely responsible for their services. These value-added services are voluntary, not insurance and are offered in addition to the benefits in this SPD. These value-added services may work alongside Your coverage. Such services are otherwise covered in the benefits provisions of this SPD.

For additional information regarding any of these value-added services, visit the Claims Administrator's website or contact Customer Service. Contact information for value-added services for specific program partners is also included below, if applicable.

### CARE MANAGEMENT

Receive one-on-one help and support in the event You have a chronic, serious or sudden illness or injury. An experienced care management nurse will serve as Your single point of contact and personal advocate to help You understand Your Providers' instructions, help prepare You for an elective surgical procedure, assist in coordinating overall care, connecting to special medical expertise and accessing other Plan Sponsor services and programs. Your nurse is supported by a multidisciplinary team made up of doctors, social workers, Pharmacists and behavioral health experts that can be accessed for additional consultation. The goal is to offer assistance in navigating through Your health care needs, including working with Your community resources to provide a personalized touch and to enhance the quality of Your wellbeing. Care management nurses proactively outreach by telephone and educational mailings or You may request support by directly contacting a nurse. To learn more, call 1 (866) 543-5765.

### INFUSION SITE OF CARE

If You receive certain infused or injectable drugs, You may be notified about an opportunity to receive Your care at an alternative location. Alternative locations such as standalone infusion sites, doctor's offices and home infusion can offer more comfort, convenience, and reduced costs compared to most Hospital settings. You may contact the Claims Administrator for a list of drugs included in the Infusion Site of Care program or for help finding an alternative location.

### PREGNANCY PROGRAM

Pregnancy is a time of planning and excitement, but it can also be a time of confusion and questions. The Pregnancy Program can provide answers and assistance so that You can relax and enjoy those nine life-changing months.

If You are expecting a child, this program offers access to a nurse 24 hours a day, 7 days a week and educational materials tailored to Your needs. Since the Pregnancy Program is most beneficial when You enroll early in a pregnancy, call 1 (888) JOY-BABY (569-2229) or visit the Claims Administrator's website right away to get started.

### REGENCE EMPOWER

Regence Empower is a well-being program that offers a range of tools, information and support for a healthy lifestyle. It may include the following:

- earning up to \$25 in gift cards for completion of well-being activities such as an online health risk assessment;
- incentives to reward participation in healthy activities; and
- online tools that integrate with fitness apps and devices to track progress toward Your health and well-being goals.

## Summary Plan Description

The Plan is an employee welfare benefit plan regulated by the Employee Retirement Income Security Act of 1974 as amended (ERISA). For further information regarding ERISA, contact the Plan Sponsor. Note that the terms "You" and "Your" in this Summary Plan Description Section by and large refer to the Participant.

### **PLAN NAME**

Machinists Health and Welfare Trust Fund

### **NAME, ADDRESS AND PHONE NUMBER OF PLAN SPONSOR**

The plan is sponsored and administered by a joint labor-management Board of Trustees, the name and address of which is:

Board of Trustees of the Machinists Health and Welfare Trust Fund  
c/o Welfare and Pension Administration Service, Inc.

#### **Street Address:**

7525 SE 24th Avenue Suite 200  
Mercer Island, WA 98040

#### **Correspondence Address:**

PO Box 34203  
Seattle, WA 98124

1 (206) 441-7574 or 1 (800) 732-1121

### **EMPLOYER IDENTIFICATION NUMBER ASSIGNED FOR THIS PLAN BY THE IRS**

91-1363505

### **PLAN NUMBER**

501

### **TYPE OF PLAN**

Welfare Benefit Plan: medical benefits.

### **TYPE OF ADMINISTRATION**

The Plan is administered by the joint Board of Trustees, with the assistance of Welfare and Pension Administration Service, Inc., a contract administration organization, the address and phone number of which is listed in Plan Sponsor above.

### **NAME, ADDRESS AND PHONE NUMBER OF PLAN ADMINISTRATOR AND AGENT FOR SERVICE OF LEGAL PROCESS**

Each member of the joint Board of Trustees is designated as an agent for purposes of accepting service of legal process on behalf of the Plan. The names and addresses of the Trustees are set forth below.

Legal process may also be served upon:

Welfare and Pension Administration Service, Inc.

#### **Street Address:**

7525 SE 24th Avenue Suite 200  
Mercer Island, WA 98040

#### **Correspondence Address:**

PO Box 34203  
Seattle, WA 98124

1 (206) 441-7574 or 1 (800) 732-1121

## NAME, ADDRESS AND PHONE NUMBER OF BOARD OF TRUSTEES

### Union Trustees

Arthur Boulton, Chairman  
IAM District Lodge 160, Retired  
PO Box 1703  
Bothell, WA 98041-1703

Zac Collins  
IAM District Lodge 160  
9135 15th Place South  
Seattle WA 98108

Beth Bergeon  
IAM District Lodge 160  
9135 15th Place South  
Seattle WA 98108

### Employer Trustees

Mike Wilson, Secretary  
United Parcel Service, Inc.  
4455 7th Avenue So.  
Seattle, WA 98108

Dale Schiffler  
c/o WPAS Inc.  
P.O. Box 34203  
Seattle, WA 98124

Leauri Moore  
Canfisco Group  
4 Nickerson St.  
Suite 400  
Seattle, WA 98109

## DESCRIPTION OF COLLECTIVE BARGAINING AGREEMENTS

This Plan is maintained pursuant to collective bargaining agreements. You may obtain a copy of the pertinent agreements upon written request to the Trustees. Further, such agreements are available for examination at the Trust Fund Office, and at local union offices, upon ten days advance written request. The Trustees may impose a reasonable charge to cover the cost of furnishing the agreement. You may wish to inquire as to the amount of the charge before requesting copies.

## ELIGIBILITY FOR PLAN PARTICIPATION

The eligibility rules that determine when You and Your dependents are entitled to benefits are described in the Eligibility and Enrollment Section of this Summary Plan Description. If at any time You are unable to locate Your Summary Plan Description, an additional copy may be obtained from the Plan Sponsor.

## CIRCUMSTANCES RESULTING IN INELIGIBILITY

The eligibility requirements, termination provision and a description of the circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are described in the Eligibility and Enrollment and When Coverage Ends Sections of this Summary Plan Description.

## SOURCES OF CONTRIBUTIONS TO THE PLAN

The Plan is funded through employer contributions, the amount of which is specified in the underlying collective bargaining agreements (between Participating Employers and labor organizations), and special agreements (between employers and the Board of Trustees for non-collectively bargained employees). Self-payments are permitted under certain circumstances and, in certain circumstances, are required to maintain specified benefits.

## PLAN FISCAL YEAR ENDS ON

July 31

## CLAIM PROCEDURE

Claim filing and review procedures are described in the Contract and Claims Administration Section of this Summary Plan Description.

## **HEARING BEFORE BOARD OF TRUSTEES**

If after satisfying the Appeal process described in this Summary Plan Description, any participating employee or beneficiary of a participating employee who applies for benefits and is ruled ineligible by the Trustees (or by a committee of Trustees, an administrative agent, insurance carrier, or other organization acting for the Trustees) or who believes they did not receive the full amount of benefits to which they are entitled, or who is otherwise adversely affected by any action of the Trustees, shall have the right to request the Trustees to conduct a hearing in the matter, provided that they make such a request, in writing, within 60 days after being apprised of, or learning of, the action. The Trustees shall then conduct a hearing at which the participating employee or beneficiary shall be entitled to present their position and any evidence in support thereof. The participating employee or beneficiary may be represented at any such hearing by an attorney or by any other representative of their choosing. Thereafter, the Trustees shall issue a written decision affirming, or setting aside the former action. The Trustees have the discretion to interpret and construe all terms of the plan, including the eligibility rules, and will exercise this authority in reviewing a claim appeal.

## **TERMINATION OF THE PLAN**

The Board of Trustees has the authority to terminate the Trust Fund and Plan. As provided in the Trust Fund Agreement, the Trust Fund and Plan will also terminate upon the expiration of all collective bargaining agreements and special agreements requiring payment of contributions to the Trust Fund. As provided in the Trust Fund Agreement, for purposes of these termination rules, a collective bargaining agreement or special agreement covering employees involved in a strike or lockout shall not be deemed to have expired until the strike or lockout has continued for more than six months.

If the Trust Fund and plan terminate, the Board of Trustees will apply the assets remaining in the Trust Fund to pay, or provide for payment, of any and all obligations of the Trust Fund, and will apply any remaining assets in the Trust Fund for the continuation of benefits provided under the Plan until the assets have been exhausted.

## **NOTICE OF ERISA RIGHTS**

As a Participant under the Plan, You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 as amended (ERISA). ERISA provides that all Plan Participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Sponsor's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the US Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Receive a summary of the Plan's annual financial report. The Plan Sponsor is required by law to furnish each Participant with a copy of this summary annual report.

### **Continue Employer Health Plan Coverage**

Continue health care coverage for Yourself, spouse, or children if there is a loss of coverage under the Plan as a result of a qualifying event under COBRA. You or Your Beneficiaries may have to pay for such coverage. Review this SPD and the documents governing the Plan for a description of the rules governing Your COBRA continuation coverage rights.

### **Prudent Actions by Plan Fiduciaries**

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

## **Enforce Your Rights**

No one, including the Plan Sponsor or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a health and welfare benefit under the Plan or exercising Your rights under ERISA. If Your claim for a health and welfare benefit is denied in whole or in part, You must receive a written explanation of the reasons for the denial. You have the right to have the Plan Sponsor review and reconsider Your claim. Under ERISA, there are steps You can take to enforce these rights. For instance, if You request materials from the Plan and You do not receive them within 30 days, You may file suit in the Federal court. In such case, the court may require the Plan Administrator to provide the material and pay You up to \$110 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

## **Procedures For Filing Claims**

If You have a claim for benefits (for Yourself or for one of Your Beneficiaries) which is denied or ignored in whole or in part, You have the right to a hearing before the Plan Sponsor at which You may present Your position and any supporting evidence. You also have the right to be represented by an attorney or any other representative of Your choice. Further, if You are dissatisfied with the Plan Sponsor's determination, You may pursue an action pursuant to 29 USC§1132(a).

For detailed information on how to submit a claim for benefits or how to file an appeal on a processed claim, refer to the Submission Of Claims and Reimbursement and Appeals provisions of this Plan Summary Plan Description.

In addition, if You disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, You may file suit in Federal court. If it should happen that the plan fiduciaries misuse the Plan's money, or if You are discriminated against for asserting Your rights, You may seek assistance from the US Department of Labor, or You may file suit in Federal court. The court will decide who should pay court costs and legal fees. If You are successful the court may order the person You have sued to pay these costs and fees. If You lose, the court may order You to pay these costs and fees, for example, if it finds Your claim is frivolous.

## **Assistance with Your Questions**

If You have any questions about Your Plan, You should contact the Plan Administrator. If You have any questions about this statement or about Your rights under ERISA You should contact the nearest office of the Employee Benefits Security Administration, US Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, US Department of Labor, 200 Constitution Avenue NW, Washington DC 20210. You may also obtain certain publications about Your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.



## **Plan Administration Office:**

Welfare and Pension Administration Service, Inc.

### **Street Address:**

7525 SE 24th Avenue Suite 200  
Mercer Island, WA 98040

### **Correspondence Address:**

PO Box 34203  
Seattle, Washington 98124

1 (206) 441-7574

## **Claims Administrator:**

Regence BlueShield  
1111 Lake Washington Blvd N., Suite 900  
Renton, WA 98056

1 (866) 240-9580  
[regence.com](http://regence.com)

*This plan arranged by:*

Marcus Morrell  
Brown & Brown of Washington, Inc.  
Gail McGinn  
Gail E. McGinn Insurance, Inc.



# Regence

Regence BlueShield serves select counties in the state of Washington and is an Independent Licensee of the Blue Cross and Blue Shield Association